RAILWAY LAND PART II:
REPORT ON PRECINCT AGREEMENT
FOR PRECINCT "A"
(THE STADIUM PRECINCT)

CITY OF TORONTO PLANNING AND DEVELOPMENT DEPARTMENT
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CITY OF TORONTO
PLANNING AND DEVELOPMENT DEPARTMENT

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1. BACKGROUND

On September 16, 1985 CN formally submitted documents entitled Railway Lands Precinct 'A' Supporting Documentation and Railway Lands Precinct 'A' Environmental Report. These two documents were submitted to supplement the rezoning application for Precinct 'A' filed by CN on July 3, 1985. On November 15, 1985 CN further submitted forms of both a Precinct 'A' Agreement and an Environmental Agreement in compliance with the provisions of Section 11.12 of the Part II Plan.

Section 11 of the Part II Plan provides for the incremental development of the Railway Lands and requires that detailed provisions related to the practical aspects of the development of the Lands be dealt with on a precinct by precinct basis. Section 11 of the Part II Plan further requires that these provisions be set out in submissions for each precinct and secured by way of agreements between the appropriate developer and the City. The Part II Plan stipulates that, the execution by the owner, of such precinct agreements is to be a condition of Council's enactment of a by-law removing the holding symbol from the relevant precincts and, in the case of the Stadium Precinct (Precinct A), a condition of Council's enactment of a zoning by-law pursuant to Section 34 of the Planning Act for that precinct.

I would like to draw to the attention of the Committee that, at the time of preparation of this report, I have not as yet received an executed copy of the Precinct 'A' Agreement from the applicant. However, it is expected that an executed copy will be received in adequate time for me to file a Supplemental Report directly to Council.

The Part II Plan adopted by City Council on August 17, 1985 contains specific policies respecting the release of the Stadium Precinct for development. Section 11.12 of the Part II Plan requires that prior to Council enacting a Zoning By-law for the Stadium Precinct, a Precinct 'A' Agreement securing the matters set out in Section 11.12(a) to (n) be executed by the applicant. In addition, certain matters contained in the Memorandum of Conditions are to be secured in the Precinct 'A' Agreement. These matters relate primarily to the mechanism for conveying lands to the City for housing and parks purposes. The attached Precinct 'A' Agreement (see Appendix 2) contains provisions respecting each of the following items as prescribed in Section 11.12 of the Part II Plan.

(a) the location, elevation, dimensions and the intersection details of all existing and proposed public highways, public streets, and private roadways within the precinct as are sufficient to serve the existing and incremental vehicular traffic created by the development permitted by this Plan;

(b) the details of the connections with any existing public highways of any proposed public highways, public streets and private roadways, and of any existing public highways, public streets and private roadways whose alignment and/or dimensions are proposed to be altered within the precinct;

(c) the location, elevation, dimensions and intersection details of all existing and such proposed sidewalks adjoining the existing and proposed streets in the precinct as are sufficient to meet the needs of pedestrians travelling in and through the precinct as the result of development permitted by this Plan;

(d) the location of such existing and proposed municipal services within the precinct as are sufficient to serve the development permitted by this Plan;

(e) the location of such existing and proposed utility services within the precinct as are sufficient to serve the development permitted by this Plan;

(f) the location of any school or schools and any community centre to be constructed in the precinct;

(g) a description of the locations of all existing transit facilities and of the proposed rights-of-way of any proposed transit facilities, and of the points of ingress to and egress from these existing and proposed facilities which are together sufficient to meet the needs of public transit users travelling to, from and within the precinct;

(h) the location, dimensions and areas of any lands to be leased or conveyed to the City for housing and parks purposes in accordance with the provisions of this Plan;

(i) the general treatment of all public sidewalks and public streets including:

- paving materials
- street trees
- pedestrian scale street lighting
- the general locations of street-furniture;

(j) the location and minimum dimensions of pedestrian bridges, tunnels and mid-block routes within or directly servicing development within the precinct which meet the requirements of this Plan;

(k) a description of the timing of any relocation of railway uses and trackage, including the High Line, located within the precinct;

(l) the manner in which the precinct is to be linked to any adjacent precinct or precincts, with specific reference to the matters set out in (a) to (k) above;

(m) a description of the extent of archaeological resources or potential resources within the precinct, and the phasing of investigations in accordance with the archaeological strategy;

(n) a description of the manner in which the public art and cultural facilities is to be provided within the development of Precinct 'A'.

The purpose of this report is to set out in detail the requirements which must be met for development to proceed in Precinct 'A'. Matters which are addressed include items (a) through (n) of Section 11.12 of the Part II Plan. Of particular importance are the recommended provisions for:

i) physical infrastructure necessary to support and service the development, including transportation infrastructure requirements;

ii) requirements for new parks and publicly accessible open space;

iii) appropriate attention to the preservation of important elements of railway heritage.

This report discusses the mechanisms proposed in the Precinct Agreement to secure these necessary elements and the manner in which they will be cost shared and implemented.

Also before the Committee are three other reports submitted by me dealing with Precinct 'A'. They are: Railway Lands Part II: Final Report on Rezoning Application for Precinct 'A' (The Stadium Precinct); Railway Lands Part II: Report on the Precinct 'A' Environmental Agreement; Railway Lands Part II: Amendments to The Precinct 'A' Zoning Bylaw. These three reports together with this report are complementary in nature and should be considered together.

2. Introduction

The Precinct 'A' Agreement is a binding legal agreement between the Canadian National Railway Company and the Corporation of the City of Toronto. As prescribed by Section 11.12 of the Part II Official Plan the appended Precinct Agreement has been prepared to secure for the City the safeguards and measures required to permit development within the Precinct to proceed.

The Precinct 'A' Agreement is divided into eleven Articles each dealing with a different aspect of development. They are:

1. Interpretation

2. Terms

3. Development of Infrastructure - Public Works

4. Sharing of Costs

5. Infrastructure - Streets and Services

6. Parks - Conveyances

7. Parks - Improvements

8. City Housing Lands

9. Arbitration

10. Heritage and Public Art

11. General

The content of the Precinct Agreement now before the Committee is a result of input from a variety of parties. Directly it is a response to the Precinct 'A' submission made by CN for the development of the stadium precinct. Upon receipt, the Precinct 'A' submission was circulated to various departments in the City as well as to a number of outside agencies for comments. Based upon the comments received and on the advice of my staff, portions of the submission were refined and resubmitted. This material was then recirculated. As a result of this on-going consultative process the Precinct 'A' submission evolved and over a period of three to four months has changed to the point that the Railway Lands Precinct 'A" Bylaw Supporting Documentation submission no longer fully reflects the manner in which development will proceed. As such the Supporting Documentation report submitted by the applicant should be regarded principally as background information and not as an actual plan of development. The actual "plan" which will guide development of Precinct 'A' is composed of four documents, each of which has a legal status. They are:

1. By-law 610-85 Official Plan Part II: Railway Lands

2. By-law 612-85 "Railway Lands Zoning Bylaw"

3. Precinct 'A' Agreement including the Schedules and reference plan

4. Precinct 'A' Environmental Agreement

It is these four documents which establish the framework for development to proceed.

As noted above the Precinct Agreement deals with three items of principal concern, namely: physical infrastructure requirements, including transportation facilities; requirements for new parks and publicly accessible open space, and provisions regarding the preservation of important elements of railway heritage. Each of these three items is discussed in some detail in the following sections.

3. Transportation and The Physical Infrastructure

Before discussing the transportation facilities that are to be secured through the Precinct Agreement, however, it is helpful to briefly recap the traffic demands which will result from the development of Precinct 'A'. The principal traffic generators will be the 164,469 square metres (1.8 million sq.ft.) of commercial office development proposed in Precinct 'A' and the Dome Stadium.

3.1 Traffic Demands

(a) Office Development Demands

Assuming a floor space per worker (FSW) ratio of 28.0 square metres and a vacancy rate of 8%, the 164, 469 square metres of office development proposed in Precinct 'A' could accommodate approximately 5,400 office employees. Taking existing peak-hour and modal split factors for the Outer Core Area, 5,400 office employees will generate 3,090 peak-hour vehicle related trips as described below in Table 1.

Table 1: Peak-Hour Office Work Trips

Mode	Person Trips
Auto	940 (710 vehicles)
TTC	1660
GO-transit	490
TOTAL	3090

The proportion (or modal split) of GO-train trips is increased above the average for the Outer Core Area to reflect the close proximity of Precinct 'A' to Union Station.

(b) Dome Stadium Demands

The largest stadium events will be associated with baseball and football games which will normally occur during weekday evenings and at weekends. These events will not generally overlap with rush-hour commuter traffic in the Central Area. Assuming "design" crowds of 35,000 for weekday evening games and 50,000 for weekend games, the traffic demands of the Stadium are estimated as follows:

TABLE 2: TRAVEL DEMAND ESTIMATES FOR DOME STADIUM

	Weekday evening	Weekend
Design Crowd Size	35,000	50,000
Critical hour for loading	6:30 - 7:30 p.m.	n/a
No. by Private Auto	15,750 (45%)	18,500 (35%)
No. by TTC	8,750 (25%)	15,000 (30%)
No. by GO	7,000 (20%)	10,000 (20%)
No. by Charter Bus	1,750 (5%)	5,000 (10%)
No. walk/taxi/other	1,750 (5%)	2,500 (5%)
No. of Private Autos	5,750 (2.75 persons/car)	5,850 (3.0 persons/car)
No. of Charter Buses	44 (40 Persons/bus)	125 (40 persons/bus)

The modal split assumptions in Table 2 assume a higher use of transit for major sports events at the new Dome Stadium than currently experienced at the present CNE Stadium. Surveys of two baseball games at the end of the 1985 season showed automobile use to be approximately 60% (see Barton-Aschman Associates Limited, Summary Report on Blue Jays Travel Survey and Parking Demand/Supply Analysis, January 1986). However, the Dome site will enjoy considerably better transit access to the subway and the major GO-train terminal at Union Station and, consequently, the 45% and 35% auto modal split figures in Table 2 are considered to be achievable.

It is recognized that the Dome Stadium may also be used twice a year (Opening Day and a Businessman's Special game) for weekday afternoon baseball games. On these occasions, there is the potential for departing stadium crowds to overlap with afternoon rush-hour commuter traffic and shared parking for stadium users will be more difficult to find. While the analysis suggests that the parking and traffic demands of these events can be accommodated, particular emphasis should be given to encouraging transit use on these few afternoon occasions.

In addition, the Dome Stadium is designed for multi-purpose use and may accommodate up to approximately 100 non-sporting events (concerts, rallies, trade and consumer shows) a year. Peak attendance at these events is usually lower and exiting flows spread over a longer period of time than is the case for the typical sporting events described in Table 2.

A fuller discussion of the transportation demands of the Dome Stadium can be found in my July 30, 1985 Report on the Motions of Council adopted Meeting of June 17 & 21, 1985 (pp. 17-31). Further information and analysis on the Stadium issues of parking, pedestrian movements and multi-purpose uses is presented at the end of this section of the Precinct 'A' Report to supplement and complete the earlier work reported on in July, 1985.

3.2 Required Transportation Infrastructure

Ultimately Precinct 'A' development will be served by the comprehensive road and transit network that is proposed to serve the entire Railway Lands development. At this stage, however, it is necessary to identify and secure in the Precinct Agreement those elements of the ultimate transportation plan which are required to satisfy the transportation demands generated by Precinct 'A' as briefly described above.

Over recent months there has been considerable discussion and negotiation between the applicant, CN Real Estate, and City, Metro and Provincial officials regarding the transportation requirements of Precinct 'A". Rather than go through the entire process of describing the applicant's proposal, the various responses to it and subsequent modifications, it is simpler to present the final, recommended requirements that are to be secured in the Precinct Agreement. For those who are interested in the process as well as the result, the Commissioner of Public Works' reports of October 18, 1985 and January 23, 1986, the Metro Commissioner of Planning's letter of January 23, 1986 and the Metropolitan Technical Transportation Planning Committee's memo of January 21, 1986 provide an outline of the arguments that led to the recommended transportation infrastructure requirements of Precinct 'A'. These documents are contained in Appendix 1 to this report.

Focusing on the major transportation items, the Precinct Agreement requires and ensures that the following facilities be in place before the opening of the Dome Stadium (these are illustrated on Schedule Q).

(a) The Spadina Bridge

Spadina Avenue, including the bridge, is to be rebuilt between Front Street and Lake Shore Boulevard to accommodate six lanes of traffic plus an LRT line in the centre of the street. The Spadina Avenue/Esplanade West intersection will be designed to be at grade. Access to the LRT platforms in the vicinity of Peter Street and the Esplanade West will be from mezzanines below Spadina Avenue, access to which will be provided through a lower concourse level of adjacent developments on either side of Spadina Avenue and via below grade connections from the Northern Linear Park. The final design for this section of roadway will be subject to the approval of the appropriate City and Metropolitan Officials.

Improvements to the ramps connecting with Lake Shore Boulevard and the Gardiner Expressway at the intersection with Spadina Avenue are also being planned in order to provide the best possible traffic operations. However, the achievement of these ramp changes is subject to the removal of the High Line which may not occur until after the Stadium has opened.

(b) The Esplanade West

This street will be built from the at-grade intersection with the rebuilt Spadina Avenue eastwards to John Street. Left-turn channelization lanes will be provided at the intersection with the Unnamed Loop Street south of the Stadium and layby space will be provided on the north side of The Esplanade at key access points to the Stadium.

(c) The Peter Street Extension

Peter Street will be extended south by a bridge across the rail corridor and then follow an east-west alignment to connect with the rebuilt Spadina Avenue. Traffic movements at the intersection with the reconstructed Spadina Avenue will be restricted to right turns in and out only. During major stadium events it may be desirable to close the Peter Street bridge across the rail corridor to vehicular traffic to accommodate the heavy pedestrian movements.

(d) Lower John Street

John Street will be rebuilt south of The Esplanade West to connect to Lake Shore Boulevard. The actual design of the intersection with Lake Shore Boulevard is still being finalized. The final proposal will have to meet with the approval of the Commissioner of Public Works and the Metro Commissioner of Roads and Traffic and the intersection must be reconstructed before the opening of the Stadium. For major Stadium events, the John Street/Lake Shore Boulevard connection will be heavily used by charter buses, automobiles and pedestrians. An additional factor complicating the design of the intersection is the difficulty of providing a pedestrian bridge over Lake Shore Boulevard at this location prior to the removal of highline, which may not occur until after the Stadium opens.

(e) John Street Pedestrian Bridge Over Rail Corridor

A 10.6 metre (35 feet) pedestrian bridge will be provided on the alignment of John Street to connect from the north-east quadrant of the Stadium to Front Street. For major Stadium events, this pedestrian route will complement the Peter Street bridge to the west by moving pedestrians northwards from the Stadium. The width of this bridge is based on the feasibility of achieving certain improvements to the present access through the CN office building. If this cannot be done the objective width of the bridge will be reduced and the width of the route described below under (f) will be correspondingly increased.

(f) East-West Pedestrian Route South of the Rail Corridor

To create sufficient capacity for pedestrian flows from the Stadium moving northwards to Front Street and provide an alternative route to Front Street itself, an east-west pedestrian route south of the rail corridor is to be established. In particular, this route will provide enhanced access to Union Station in the east and the proposed Spadina LRT line to the west.

The western leg of the route is created by the proposed Northern Linear Park and will lead from the Stadium at Peter Street to the mezzanine and fare collection level below the Spadina LRT line.

The eastern leg will extend from the Stadium to Union Station, crossing the rail corridor in the vicinity of Simcoe Street. Although the final route along the south side of the rail corridor is yet to be determined, a 9.1 metre (30 feet) wide pedestrian bridge is currently provided for in the Precinc Agreement, although this may need to be widened depending upon the final design of the John Street pedestrian bridge described in (e) above. Once over the rail corridor the pedestrian route will continue over Simcoe Street and connect into the CN Express Building and over York Street to Union Station. Connections are also being planned from the Express Building to the GO platforms that currently extend west of York Street.

A pedestrian route will be established around the northern edge of the Stadium to connect the east and west legs of the pedestrian route south of the rail corridor. This connection will also increase the opportunities for people leaving the Stadium to align themselves with their final point of destination and so relieve pedestrian pressures on the south side of the Stadium along The Esplanade West.

A fuller discussion of the pedestrian demands of the Stadium is presented in Section 3.5 of this report.

(g) Bus Parking

The proposed by-law for Precinct 'A' requires that 125 charter bus parking spaces be provided and maintained. The Precinct Agreement specifies that these spaces will be provided on the lot located in the south-east quadrant of the intersection of Spadina Avenue and The Esplanade West. In the short term, the buses will be parked on the surface and matters related to landscaping, access, surfacing, drainage and layout will be considered in the context of an application submitted pursuant to Section 40 of the Planning Act. The Precinct Agreement secures the eventual provision of a bus parking facility within the development proposed for the parking site.

In addition, a pedestrian tunnel under The Esplanade West will be provided to connect the bus parking facilities to the CN Plaza area on the north side of The Esplanade. A bus only right-of-way will be established to provide access to the parking area from the Unnamed Loop Street south of The Esplanade. The loading and unloading of passengers from charter buses will be restricted to the parking area and not permitted on the Precinct's street system.

(h) Other Transportation Facilities

In addition to the major facilities described above, the Precinct Agreement ensures that all the local roads in Precinct 'A', except the cul de sac, are in place before the Stadium opens. All local streets will have a 20 metre (66 feet) minimum right-of-way with the single exception of the east-west portion of the Unnamed Loop Street which will be 15 metres (50 feet) in width. All the transportation facilities that are required to be in place for the opening of the Stadium are shown on Schedule Q. There are some proposed facilities, such as the new ramp connections from Lake Shore Boulevard to Spadina Avenue and the pedestrian bridge over Lake Shore Boulevard at John Street, that may have to await the relocation of the High-line and which are, therefore, likely to follow after the Stadium has opened.

Apart from securing the provision of specific transportation facilities, the Precinct Agreement also requires the applicant to enter into a number of undertakings regarding certain transportation matters. Briefly, these undertakings can be described as follows:

(i) Study of Impacts on Union and St. Andrews Stations

The applicant is required to determine and prepare a report on any improvements that may be needed at Union Station and St. Andrews Station as a result of the development of Precinct 'A', including the Dome Stadium. The study is to include the phasing and costing of any necessary station improvements that might be identified and the final report is to be presented for the review and approval of the TTC, Railway Lands Steering Group and the City's Commissioners of Public Works and Planning and Development.

(j) Study of Spadina Avenue GO Transit Station and improved connections at the west end of Union Station

The Province is to be requested to provide a GO-train station in proximity to Spadina Avenue and the applicant is required to co-operate fully with GO Transit, Provincial and Municipal authorities in supporting efforts to establish such a station, including the provision of necessary pedestrian connections. CN Real Estate and its consultant, the IBI Group, are currently developing proposals for a Spadina GO-Station. The applicant is reviewing the feasibility of improved pedestrian connections from the CN Express Building to the GO platforms that extent west of York Street.

(k) Program for Promoting Transit and Implementing Off-Site Parking Strategy

The applicant is to be responsible for developing, in consultation with the Commissioners of Public Works and Planning and Development, the TTC, other relevant municipal authorities and appropriate private agencies, a marketing and public relations program to promote the use of transit for stadium events. The program will also include an operational scheme to ensure the effectiveness of the off-site, shared-use parking strategy which has been adopted for the Stadium. In addition the applicant is to co-operate with the appropriate public agencies, including the Metropolitan Police Department, to develop appropriate crowd control measures and emergency procedures.

3.3 Assessment of the Infrastructure

As mentioned above, the process of determining the transportation infrastructure requirements to be secured by the Precinct Agreement has been lengthy and involved considerable discussion and negotiation with a number of interested parties. Chief among these were the IBI Group and Barton-Aschman Associates Limited, consultants representing CN Real Estate and the Stadium Corporation respectively, GO-Transit, MTC, TTC, the Metro Planning Department, the Metro Department of Roads and Traffic and the City's Department of Public Works.

There is general agreement among all the parties involved that with the provision of the transportation infrastructure required by the Precinct Agreement for the Stadium opening, including the off-site and shared-use parking strategy, there will be sufficient transportation capacity (transit, roads, parking and pedestrian) to satisfactorily accommodate the demands generated by the Stadium.

The only outstanding items of concern, with respect to the Stadium, relate to two areas of current uncertainty. The first is the question of providing a pedestrian bridge over Lake Shore Boulevard at John Street before the Stadium opens, as recommended by the Metro Commissioner of Planning, if the High-Line is not removed until after the opening date. This matter is discussed further in the interpretation of Article VI of the Precinct Agreement in the following Section of this report.

The second issue concerns the need to develop an acceptable surface transit plan in the event that the Stadium opens before the proposed Spadina LRT line is operational. Such a contingency plan should be developed between the applicant and the TTC as recommended by the Commissioner of Public Works in his report of October 18, 1985 (Recommendation 19).

Similar overall agreement exists among all parties with respect to the ability of the recommended transportation infrastructure to accommodate the increase in peak-hour commuter traffic generated by the permitted level of office development in Precinct 'A'. The major exception to this agreement is the Metro position that no office space development beyond the 23 255 square metre level (250,000 sq.ft.) should be permitted until "... project approval of the Spadina LRT line by Metropolitan Council".

The City of Toronto is on record as supporting the Spadina LRT concept and the Precinct Agreement requires Spadina Avenue south of Front Street to be rebuilt to accommodate an LRT line along the middle of the street. TTC and Metro staff are currently developing a revised design for the Spadina LRT which will be reviewed by City staff and local area interest groups before being finalized and forwarded to Metro Council for approval. It is hoped that a generally acceptable design for the LRT line can be developed soon and that Metro Council may be in a position to consider approval of the line within the next few months.

In the meantime, if there are delays in securing Metro approval of the LRT line, I consider that, with the transportation infrastructure required for Precinct 'A' by the opening date of the Stadium, there is sufficient flexibility to permit the introduction of other surface transit improvements to accommodate the Precinct's commercial development.

From Table 1, which incorporates the standard assumptions regarding the FSW ratio and the office vacancy rate, it can be seen that the total permitted level of office development in Precinct 'A' will produce an additional 1,660 TTC peak hour trips assuming a 30% and 16% modal split for auto and GO-transit respectively. These 1,660 TTC trips have a choice of routes from which to access Precinct 'A'. Apart from the existing Spadina bus service, there is the Church Street bus which operates on Front Street along the north edge of the site and the Harbourfront LRT service is expected to be in operation by 1988 to provide good access from the south of the site. Both the Church Street bus along Front Street and the planned Harbourfront LRT line connect to Union Station and provide a convenient transfer for subway passengers destined to Precinct 'A'. However, a number of those leaving Union Station from either the subway or GO trains may elect to walk since the pedestrian connection south of the rail corridor required for the Stadium will also provide an attractive route for commuters. Given this choice of routes for TTC riders, it appears reasonable to assign, at a maximum, one half of the total, or approximately 800 peak-hour trips, to the Spadina route. This 50% assumption was used in the Metro/TTC report on the Spadina LRT (August 29, 1985).

With a TTC peak-period loading standard of 60 persons per bus, the estimated peak-hour increase on the Spadina route represents an additional demand of about 14 busloads of passengers. With a round-trip time from the Spadina subway station to Clarence Square (where over 80% of current peak hour Spadina buses short-turn) of 32 minutes, these additional passenger loads would, perhaps, require an additional 6 to 8 peak-hour buses on the present Spadina route. Such an increase in service appears feasible as an alternative to the early introduction of the Spadina LRT line and would support the full development of the office space permitted in Precinct 'A'. The road infrastructure planned for Precinct 'A' by the time the Stadium opens in 1988, provides a number of opportunities for extending the existing Spadina bus service into the Precinct to directly access the new office development and also provides the opportunity to establish an alternative loop to Clarence Square.

In conclusion, it is my hope that an acceptable Spadina LRT proposal will shortly be brought forward for approval to provide better transit access along Spadina Avenue itself, to help serve the Stadium and accommodate the long-term demands of the entire Railway Lands project. However, until the LRT line is approved, it is my opinion that there is sufficient existing and planned capacity on the TTC system to accommodate the full level of office development proposed for Precinct 'A' and that there is no justification for making development beyond the 23 255 square metre level conditional upon the approval of this line.

3.4 Parking for Stadium Events

Parking at the Stadium will be limited to between 300 and 500 spaces to meet essential on-site needs. The overall strategy is to accommodate the demand for parking in a dispersed manner through the shared use of parking lots within walking distance of the Stadium. These parking spaces are generally used for commuter parking during the week but become partly available for Stadium use during the evenings and weekends.

(a) Sports Events

A preliminary analysis of the parking situation for the Stadium was presented in my Report On The Motions Adopted By Council At Its Meeting of June 17 and 21, 1985 (see Section 2.4.3). The analysis presented therein has subsequently been reviewed and updated. In the process use has been made of additional survey material collected by the firm of Barton-Aschman Associates Limited, consultants to the Stadium Corportion. The parking demand figures in Table 2 above remain unchanged from Section 2.4.3 of the July, 1985 report and indicate a need for approximately 6,000 parking spaces for major sports events at both the weekend and on weekday evenings. This results from the fact that although the "design" crowd for weekday events (35,000) is less than for weekends (50,000), auto use is assumed to be higher for weekday evening events.

The demand for parking for weekday afternoon events is assumed to be less than for weekday evening events. This assumption is based on evidence provided by Barton-Aschman which indicates that a substantial number of people attending weekday afternoon ball games at the present CNE Stadium work downtown. It can be assumed these numbers will be even higher given the location of the new downtown Stadium. Of those driving to work, many can be expected to leave their car where they usually park and walk to the Stadium. By this means the demand for additional Stadium parking for a weekday afternoon event is estimated to be reduced to a level of between 3,500 and 4,500 spaces.

The supply of parking in the Stadium area has recently been surveyed in detail by both Barton-Aschman and City planning staff. The location and size of off-site parking facilities are shown on Map 1. The map includes parking facilities that are under construction (e.g. the Bank of Nova Scotia site) and it has been assumed that parking in the commercial development of Precinct 'A' will be provided at the maximum permitted level. Map 1 shows the supply of parking available within a 1.2 km radius of the Stadium. Although 1 km is normally taken as the maximum comfortable walking distance to a parking space, it is not considered unrealistic to expect that for a major event at the Stadium some people will be prepared to walk from as far as the 1.2 km perimeter shown on Map 1. Extending the radius to 1.2 km results in a larger catchment area for parking than that analyzed in my July 1985 report which assumed a 1 km limit.

The total supply of off-street parking available for public use within the 1.2 km radius is slightly over 29,500 spaces. This number includes the 2,000 spaces under Nathan Phillips Square on the very edge of the parking catchment area. In addition, there are some 3,700 private parking spaces associated with non-residential development and over 1,000 on-street metered spaces in the catchment area. However, in the analysis which follows, no portion of the supply of either private or on-street spaces is assumed to be available to meet the parking demands of the Stadium. A summary of the parking supply is presented in Table 3.

TABLE 3: SUMMARY OF THE PARKING SUPPLY WITHIN THE STADIUM AREA

Location	No. of Spaces
*Off-Street Public Spaces	
- within 1 000 metres of Stadium	22,600
- between 1 000 - 1 200 metres of Stadium	6,400
- at Stadium site	500 (max.)
Total	29,500
Within 1 000 Metres of Stadium	
- off-street private spaces	3,700 (approx.)
- on-street metered spaces	1,000 (approx.)

* The off-street public spaces include parking at Harbourfront, the Convention Centre and the Roy Thomson Hall. These figures also represent the parking situation as assessed in late 1985 but obviously this picture changes as the development process adds and subtracts parking spaces in the area.

The sizes of the lots vary and there is concern that the smaller lots may be difficult to find with the result that it may require a considerable search by some motorists to locate a vacant space. To meet this concern it will be necessary to develop a public information program to provide information on the location, availability and price of parking in the Stadium area and, perhaps, establish some type of parking reservation system. The Precinct Agreement requires the applicant to assume the principal responsibility for developing such a program. However, it should be noted that the bulk (90%) of spaces are in fact in lots larger than 100 spaces, as indicated in Table 4 below.

TABLE 4: OFF-STREET PUBLIC PARKING SPACES WITHIN 1 200 METRES OF STADIUM

Size	Frequency	Total Spaces
(Number of Spaces)		
Less than 100	53	2,977
100 - 200	28	4,149
201 - 300	14	3,565
301 - 400	9	2,875
401 - 500	6	2,718
501 - 600	6	3,385
601 - 700	1	650
701 - 800	1	800
801 - 900	2	1,690
901 - 1000	1	989
1001 - 1500	2	3,689
1501 - 2000	0	0
2001 - 2500	1	2,022
Total	124	29,509

Surveys undertaken by Barton-Aschmnan of the use of parking lots in the Stadium area largely north of Front Street reveal that the average availability of parking spaces for Stadium use is currently:

Weekend - 55% available
Weekday evening - 45% available
Weekday afternoon - 10-15% available

Applying these average availability factors to the total supply of off-street parking in the Stadium area and adding the 500 on-site Stadium Spaces, yields the following estimates of supply and demand conditions:

Weekend - (29,500 x 0.55) + 500 = 16,720 supply vs. 5,850 demand
Weekday evening - (29,500 x 0.45) + 500 = 13,770 supply vs. 5,750 demand
Weekday afternoon - (29,500 x 0.15) + 500 = 4,920 supply vs. 4,500 demand

The average availability rates reflect, in part, the parking demands of other recreational uses in the area and the figures above suggest that generally there will be enough parking in the area to meet the demands of major sporting events at the Stadium, with the possible exception of weekday afternoon games.

However, a "worst case" scenario could arise if major events at Harbourfront, the Convention Centre and Roy Thomson Hall all take place at the same time as a Stadium sports event. Conditions under this scenario are likely to be most severe at the weekend when attendance at Harbourfront and the Convention Centre is normally highest. In this situation all the on-site parking at Harbourfront, the Convention Centre and Thomson Hall would be considered unavailable for Stadium use and there would be above average demand or competition from these other recreational uses for the general pool of off-site parking from which the Stadium draws. Although difficult to quantify precisely, it is estimated that the worst case scenario could lead to a reduction in the average availability factor to 45% at weekends and 40% for weekday evening. This would result in approximately 13,270 and 11,800 off-site spaces being available for Stadium use at weekends and weekday evenings respectively which is still sufficient to meet demands.

The above analysis suggests that at weekday afternoon sports events at the Stadium would put the greatest pressure on the demand for available parking spaces. The average availability factor for weekday afternoon Stadium parking (10-15%) was based on a sample survey of the use of existing lots north of Front Street. However, on most weekday afternoons a considerable amount of parking is usually available at the Convention Centre and Harbourfront and this could be used to supplement the Stadium parking supply. Also, the number of weekday afternoon sports events per year is likely to be small (possibly as few as two) and with special transit and parking arrangements (such as a shuttle bus service from parking areas at the CNE and Ontario Place) it should prove possible to relieve the parking pressures of the Stadium on these few, limited occasions.

(b) Multi-Use Events!

> The Stadium is to be designed as a multi-purpose facility and will be used to accommodate a variety of non-sporting events such as concerts, rallies and trade and consumer shows. Details of the number and crowd size of non-sporting events can only be approximated at this time and general conclusions drawn regarding their associated demands for parking. However, the conclusion of my July, 1985 report, that if travel demands generated by sports events can be accommodated then all other uses will be handled without significant problems, appears to hold valid.

The Stadium Corporation has estimated that the Stadium could be used each year for up to 30 trade shows, 60 consumer shows, 10 concerts and 10 general performances in addition to sporting events. For events held on the evening or weekend, such as the concerts and general performances, the demands on parking and transportation facilities will be similar to those for a comparably sized crowd at a sports event and should not present a problem.

The major concern over the multi-use of the Stadium relates to those events which will run during the weekdays. In the weekday, available parking is most limited and there is the added concern that crowds exiting from the Stadium could reinforce the normal peak-period commuter flows. The likely crowd size for such weekday events can be estimated from similar events that are currently accommodated at the CNE or the Metro Convention Centre. The biggest events are the Boat Show at the CNE, and the Metro Home Show, the Auto Show and the Sportsman's Show which are now held at the Metro Convention Centre. The Auto Show has been transferred from the International Centre.

The covered floor area of the Stadium is roughly the same as that available in the Metro Convention Centre. Transferring shows to the Stadium is therefore not expected to significantly effect attendance. The use of the Stadium for public shows could, most likely be undertaken as an extension to the Convention Centre. Using the Stadium as an extension would enable the accommodation of larger shows but crowd sizes would not be expected to double.

Large public shows can attract up to 35,000 persons during a day. Peak attendance occurs at weekends with maximum weekday attendances of around 25,000. The Metro Convention Centre can accommodate between 10,000 to 15,000 persons at one time depending on the arrangement of the exhibition area. However, daily attendance is normally spread over a 10 to 12 hour period and the maximum number of persons leaving a major show at the peak departure hour would not be expected to exceed 10,000 persons.

By applying the same peak-hour visitor volumes of 10,000 to 15,000 persons to the Stadium, a rough estimate of the maximum hourly parking demand can be made. With a modal split of 60% by auto and an average car occupancy factor of 2.5 persons, the maximum demand for parking in any one hour is estimated to be around 3,600 spaces. Given the 500 spaces on site, the remaining 3,100 spaces would appear to be available within a 1.2 km radius according to the supply of parking spaces estimated above. If the present pattern continues, most of the large consumer and trade shows will be held in the winter when there is a substantial supply of off-street parking available in Harbourfront.

(c) Parking Conclusions

The overall conclusion of the analysis is that the policy of limiting on-site parking at the Stadium appears both practicable and desirable. Even in the worst case scenarios there appears to be sufficient off-site parking available to meet demands. However, as with most projections or estimates, the results have to be interpreted with some caution. The success of the off-site parking strategy is very dependent upon achieving a greater use of transit for access to events at the new Stadium than is currently experienced at the CNE Stadium. Also, it is assumed that a proportion of those parking off-site will be prepared to pay and walk from parking lots possibly as far from the new Stadium as City Hall. While relatively long walking distances may be accepted by crowds attending major sports events at the Stadium, it seems less certain that this will also be the case for other multi-use attractions.

The numerical estimates of parking supply assume that available lots can be readily found by motorists and parked to full capacity if required. Consequently the numbers are not presented to justify a sense of complacency over the parking strategy for the new Stadium but rather to stress the need for certain actions to ensure its success. Included in this action list are the need to promote transit use for major Stadium events, the need to develop a program to ensure the effectiveness of the off-site parking strategy and the need to co-ordinate the scheduling of Stadium events with events planned for the Convention Centre, Harbourfront and Roy Thomson Hall.

3.5 An Analysis of Pedestrian Flows

(a) Introduction

An analysis of the pedestrian flows associated with the dispersal of a 50,000 crowd after a major sports event at the Stadium has been undertaken as the "design case". The Stadium is assumed to empty within half an hour and the pedestrian volumes have been assigned to the initial infrastructure that will be in place by the opening date of the Stadium. This assignment is shown on Map 2.

(b) Assumptions

In estimating the flows shown on Map 2, certain assumptions have been made. Generally the assumptions reflect those made in the travel demand estimates given in Table 2, and are as follows:

1. GO-Transit services, at least initially, were assumed to be operated from Union Station only. The possibility of a secondary station at Bathurst/Spadina has been recommended and is under study but, at this stage, it is considered appropriate to take the situation which will generate the heaviest uni-directional flows with all GO passengers moving eastwards to Union Station.

2. The number of persons by mode were estimated as follows:

No. TTC passengers to Union Station	6,300
to St. Andrews	4,200
to Other Surface routes	4,500
No. GO passengers	10,000
No. Charter buses	5,000
No. Persons by Taxi & using on-site parking	2,500
No. by Auto	17,500

3. Surface transit routes were assumed to be as existing and the Spadina LRT is not assumed to be operating at this time.

4. The amount and location of available Stadium parking has been discussed in Section 3.4 and the distribution of all public parking spaces is shown on Map 1. The pedestrian trips which eventually go by auto are routed to the closest parking spaces available.

(c) Analysis

The Stadium design has an exiting pattern that focusses approximately 70% of patrons onto The Esplanade West. The initial analysis of the distribution of pedestrians assumed that they would exit from the Stadium at the point most convenient to the shortest route to their walking destination. However, the distribution was subsequently modified to reflect the design of the Stadium's four major exits on the assumption that people would have to leave the Stadium at the exist nearest their seat and then make for their final destination. Accordingly, their route outside the Stadium might not be the most direct. These adjustments had the effect of significantly increasing the flows across the new Peter Street bridge and eastwards along Front Street. Any changes in the relationship of the seats to the exits would impact on the distribution of pedestrian flows from the Stadium.

Current engineering standards provide design guidelines for the required widths of pedestrian ways given certain flows. Generally, it is appropriate to design for a capacity of 50 persons/metre/minute (level of service "D") although higher volumes can be assumed in certain circumstances. The transportation assessment undertaken by the applicant selected a level of service which was the average of 50 and 82 persons/metre/minute (i.e. the average of level of service "D" and "E").

While the assumption of 82 persons/metre/minute is perhaps achievable for the more regular pedestrian flows associated with commuters, given the characteristics of crowds exiting from major sports events a capacity assumption of 50 persons/metre/minute is thought to be more applicable. However, an average figure of 60 persons/metre/minute as used by the applicant's consultants has also been included in this analysis of pedestrian capacity for the Stadium.

Using these assumptions, the following table gives the widths and flows at critical points in the initial pedestrian system which will be provided through the development of Precinct 'A' to serve the Stadium.

TABLE 5

ESTIMATED PEDESTRIAN/CAPACITY RELATIONSHIPS AT CRITICAL POINTS*

	Effective Width (metres)	Estimated Pedestrian Flows (see Map 2)	50 persons/ metre/minute (Level of Service D)	60 persons/ metre/minute (Level of Service D/E)
John St. bridge	10.6	10,100	15,900	19,000
Southern Walkway to Union Station @	9.1	15,000	13,600	16,300
(Simcoe bridge)	10.6	15,000	15,900	19,000
Sidewalks on Front St. (Bet. John & Simcoe):				
North Side (recommended)	6)	14,800*	9,000	11,000
South Side	6)		9,000	11,000

* Assumes thirty-minute "dump" time.

** Assumes use of sidewalks on both south and north sides of Front Street.

(d) Assessment

In my report of January 11th, 1986, I stressed the importance of providing an east-west pedestrian route south of the rail corridor which extends east to Union Station by way of a pedestrian bridge over the rail corridor at Simcoe Street and connecting into the CN Express building.

As Map 2 indicates, the predominant pedestrian flows from the Stadium are to the north-east. Even if car use use is higher than predicted, the pedestrian flows remain relatively unchanged as the larger parking areas are within the Central Core and to the east of the Stadium. Further, as mentioned, the largest volumes exiting the Stadium occur on The Esplanade West. From the Esplanade West there will be a natural desire to move directly eastwards, rather than climb northwards to the John Street bridge and then move eastwards on Front Street. Until the Esplanade West is extended eastwards from John Street to York Street, east-west pedestrian route south of the rail corridor will be heavily relied upon and must be provided to the highest standard possible as an attractive alternative to the route along Front Street. If a new connection to the GO platform is developed from this pedestrian bridge and/or the CN Express building it may be required as a permanent facility.

I previously indicated in my report of January 11, 1986, that the width of the pedestrian bridge across the rail corridor at Simcoe Street should be 40 feet. Further analysis of the pedestrian flows have increased the projected pedestrian volumes on Peter Street and reduced volumes on the eastern leg of the southern route. Table 5 indicates that a 9.1 metre (30 feet) pedestrian bridge at Simcoe Street on the southern walkway to Union Station could accommodate peak Stadium crowds if a D/E level of service is accepted. The Commissioner of Public Works is of the opinion that a 9.1 metre wide bridge is adequate at this location and the Precinct Agreement reflects this requirement. However, as noted above, depending upon the final design of the John Street pedestrian bridge connecting to Front Street, it may prove necessary to widen the Simcoe Street pedestrian bridge beyond 9.1 metres.

As noted, the pedestrian flows projected on Front Street will require the use of both the north and south sidewalks and pedestrian flows across Front Street will probably require further pedestrian control measures in addition to the existing traffic signals. It is recommended that, as is normal with major events in any part of the City, police supervision be provided to handle the peak situations.

Although not shown on Map 2, the circulation of pedestrians around the Stadium once they have exited can be expected to generate significant two-way flows. The CN Plaza and John Street park will assist in the circulation and dispersal of the crowds but considerable movement on both the north and south sides of the Stadium can be anticipated and the widths of sidewalks around the Stadium must be made as wide as possible.

In general, the pedestrian infrastructure proposed for the Stadium Precinct appears capable of handling the peak pedestrian flows projected. Details of crowd control measures on Front Street and at key intersections will be developed in conjunction with schemes to promote transit use and to implement the off-site parking strategy.

4. PRECINCT 'A' AGREEMENT

To assist your Committee in more fully understanding the Precinct 'A' Agreement I have prepared an Article by Article synopsis of the document. My synopsis sets out in general terms the specific provisions of each Article and explains where necessary the logic which led to the provision. In addition I have noted those provisions depart in any respect from the Memorandum of Condition adopted by Council on October 7, 1985 explaining in each case the reason for the change.

For simplicity I have organized my discussion of the Precinct 'A' Agreement to mirror the eleven separate Agreement Articles followed by a review of the Schedules and Appendices to the Agreement

4.1 Article 1 - Interpretation

Section 1.01 of this Article sets out definitions for each of the terms used in the Agreement. The reader is cautioned that certain definitions have meanings which are more complex or comprehensive than their common colloquial useage. When a term is used in the body of the Agreement it is capitalized.

Sections 1.02, 1.03, 1.04 and 1.05 are standard legal provisions which provide for clear interpretation of the Agreement. Section 1.06 is an outline of the schedules which are annexed to the Precinct 'A' Agreement. Section 1.07 provides for registration of the Reference Plans which are appended to the Agreement.

4.2 Article II - Term

This Article discusses a number of matters related to the coming into force of this Agreement and to its termination. Section 2.01 establishes the "Commencement Date" for the Agreement which is the date that the Precinct 'A' Agreement will actually come into force. This date will follow the Ontario Municipal Board hearing on the Stadium Precinct By-law and the expiry of all appeal periods thereafter.

It is conceivable that certain site preparation works may be undertaken by CN prior to this Agreement coming into force. Section 2.02 provides for this option and for the payment of monies owing in accordance with the cost sharing provisions of the Agreement.

In the event that the Ontario Municipal Board fails to approve or recommends modification to the Precinct Agreement, Section 2.03 allows either party to this Agreement to terminate the agreement within forty five (45) days of the Order Date. Section 2.04 of the Agreement permits CN to terminate the

Precinct 'A' Agreement, if, prior to the Commencement Date the City chooses to amend the Railway Lands Zoning Bylaw now before Council in a manner which is unacceptable to CN.

4.3 Article III - Development of Infrastructure

Set out in this Article are specific provisions regarding the design, tendering and construction of the infrastructure, excluding parks required to satisfactorily serve the Stadium Precinct.

CN will have overall responsibility to design and construct the infrastructure required for the Stadium Precinct to the satisfaction of the Commissioner of Public Works as set out in Section 3.01. Section 3.02 requires CN to retain qualified and experienced Consulting Engineers to undertake the design, supervision and administration of all infrastructure work. The selection of the Consulting Eengineer is subject to the approval of the Commissioner of Public Works.

To ensure that the design and construction requirements of the Commissioner of Public Works are met, CN is obligated under Section 3.03 to follow the approved and published standards set by the Commissioner of Public Works. In situations where there are no published standards the work of the Consulting Engineer will be guided by principles of engineering practice as prescribed by the Commissioner of Public Works.

As set out in Section 3.04 the Consulting Engineer is required to prepare detailed construction drawings and specifications for each component of infrastructure. These drawings must be submitted to the Commissioner of Public Works for approval prior to undertaking construction. Upon receiving the approval of the Commissioner of Public Works the drawings are certified as the Approved Construction Drawings and will be adhered to subject to revisions approved by the Commissioner.

As set out in the Memorandum of Conditions and confirmed herein, the City is contributing to the cost of portions of infrastructure required for the Stadium Precinct. The logic of the cost sharing formula is set out on pages 12-15 of my Report entitled Railway Lands Part II: Implementation Strategy, March 1985. Section 3.05 of the Agreement establishes the process which must be followed when CN tenders work to which the City is contributing. In all such cases CN is obligated to follow an open public tendering process consistent with the City's own tendering process. CN is also obligated to ensure that all work is constructed in accordance with the Approved Construction Drawings.

Section 3.06 of the Agreement deals with matters related to the Construction Lien Act and provides for the protection of the City against liens filed by contractors or sub-contractors retained by CN. There is also a provision in the Section for the City to recover any legal costs it might incur with regard to having a lien removed or in defending an action instigated by any party under the Act.

Sections 3.07, 3.08, 3.09, 3.10, 3.11 and 3.12 are related to construction practice and deal respectively with the following matters: inspection, progress certificates, deficiencies in construction, enforcement of construction covenants, construction warranty and insurance. Those interested in information on these items should refer to the relevant section of the Agreement.

Because it is absolutely critical that the infrastructure identified as being necessary for the Stadium opening be constructed and operational by the time the facility opens, Section 3.13 obligates CN to post a performance bond in an amount equal to the full CN share of estimated infrastructure costs. The Precinct 'A' Agreement requires that this bond be in place prior to CN proceeding with any construction in the Precinct.

In the event that CN is in default of the Precinct 'A" Agreement because of a failure to meet its obligations the City may draw upon the bond for funds to undertake or complete the outstanding work.

4.4 Article IV - Sharing of Costs

Schedule A of the Memorandum of Conditions sets out the cost sharing obligations of CN and the City for all aspects of the infrastructure required to service the Railway Lands. In addition, my earlier Reports entitled Railway Lands Part II: Development Concept, September 1983, and Railway Lands Part II: Implementation Strategy, March 1985 describe the principles by which the cost sharing strategy was developed. Section 4.01 of the Agreement provides for the City to contribute to the cost of constructing certain components of the infrastructure required for Precinct 'A'. Included in the costs to be shared by the City are the relevant percentage of:

i) design fees

ii) construction, supervision and administration costs

iii) the actual hard construction costs

The Precinct Agreement provides that upon completion of work the City will pay an amount equal to the actual cost of the work multiplied by the relevant cost sharing percentage as set out in Appendix A to the Agreement.

Section 4.02 sets out the manner in which the City may pay its portion of the cost of a particular infrastructure element. Put simply, the City has the option of making monthly payments to CN on the basis of progress certificates issued by the Consulting Engineer and accepted by the Commissioner of Public Works. Each payment certificate will set out the percentage of the total work completed, the relevant cost sharing percentage and the amount owing by the City.

The City will have 30 days after receipt to make payment. The City also has the option under the Agreement to withhold payment of its share of the infrastructure cost until the specific component of work is fully completed. If the City chooses to follow this option the City must pay to CN the full amount owing plus interest calculated at the Prime Rate commencing 30 days after the receipt of each progress certificate. Section 4.03 requires CN to direct their Consulting Engineer to make available for inspection by the City the books and records upon which the costs of design, supervision and construction were based.

Upon completion of a specific infrastructure element, a cost adjustment may be made between the City and CN to ensure that the cost sharing provisions of the agreement are complied with. The provision for this adjustment is set out in Section 4.04.

4.5 Article V - Infrastructure - Streets and Services

Section 5.01 of the Precinct 'A' Agreement contains an acknowledgement from CN that the following infrastructure and infrastructure improvements must be in place for the opening of the Stadium.

(a) Municipal Services - Schedule C

(b) New streets including Spadina Avenue and Spadina Avenue Bridge reconstruction - Schedule A

(c) Northern Linear Park - Schedule L

(d) John Street Corridor - Schedule I

(e) John Street Bridge - Schedule M

(f) Pedestrian Connection to Union Station - Schedule M

(g) Pedestrian connection from CN Express Building to new GO Platforms - Schedule M

(h) Below grade pedestrian connection to bus parking - Schedule D

(i) Tower Park West - Schedule I

(j) Tower Park East (Phase One) - Schedule I

(k) CN Plaza - Schedule H

(l) John Street renovations - Schedule K

(m) Bus Parking Facilities - Schedule D

In the event that CN fails to complete these infrastructure requirements in time for the Stadum to open, the Agreement provides for the City to delay the Stadium opening until such time as the work is completed.

Section 5.02 contains a full description of the streets which CN must arrange to have constructed in time for the Stadium to open. These streets are illustrated on Schedule A.

As noted in the discussion on Transportation Infrastructure (Section 3) both the City of Toronto and Corporation of Metropolitan Toronto agree that Spadina Avenue and the Spadina Avenue Bridge must be reconstructed to accommodate six full lanes plus an LRT line in the centre of the street. Section 5.03 of the Precinct Agreement addresses the Spadina Avenue reconstruction.

The Agreement contemplates that Spadina Avenue and Bridge will be reconstructed as a Metro project. In the Agreement CN is committing to contribute towards the cost of the reconstruction by providing monies equal to the full cost of reconstruction less all provincial subsidies including transit subsidies. CN is further agreeing that the City has the right to request a deferral of the Ontario Municipal Board Hearing into the Railway Lands Part II Plan and Stadium Precinct Zoning By-law until such time as an agreement on this matter satisfactory in form and content to the City is executed and delivered to the City.

Sections 5.04, 5.05, 5.06, 5.07, 5.08 and 5.09 deal with a variety of technical matters, specifically: connections with existing streets, sidewalks, municipal services, natural gas service, telephone service and electrical service. Persons interested in more detail on these matters are directed to the relevant Section of the Precinct Agreement.

In his report of October 23, 1985 the Commissioner of Public Works recommended that the applicant "develop to the satisfaction of the Commissioner of Public Works a marketing and public relations program stressing the advantage of using transit to travel to the Dome Stadium while also indicating the unavailability of on site parking and general availability of off site parking". To comply with the requirement CN agrees in Section 5.10 to obtain the commitment of the Stadium Corporation to undertake the development and implementation of such a program. Further, in accordance with recommendation 4(a) of the Commissioner of Public Works report of January 23 the public relations program to be prepared, must be satisfactorily completed one year in advance of the scheduled opening of the Stadium.

Section 5.10 clause (4) also requires CN to undertake a study as prescribed in recommendation 1(b)20 of the January 23, 1986 report of the Commissioner of Public Works. Recommendation 1(b)20 states that CN shall "determine and prepare a report for the review and approval of the TTC, Railway Land Steering Group and the Commissioners of Planning and Development and Public Works on any improvements that may be required to Union Station and St. Andrews Station as a result of the development of the Dome Stadium and Precinct 'A' including the necessary phasing and costing of any such improvements".

All streets in the Stadium Precinct will be conveyed to the City for public use, with such conveyances occurring on or before the date of roadway assumption by the City. The streets will be conveyed in one of two ways. Either they will be conveyed in fee simple, giving the City freehold title to the land or they may, at the option of CN, be conveyed by way of lease for forty (40) years. If CN elects to convey the public streets by lease, the lease will include a provision for the automatic conveyance of the lands at the end of the forty (40) year term. The draft reference plan appended as Schedule 1 to the Agreement illustrates the portion of streets to be conveyed to the City.

Metro owns one piece of land which is to form part of The Esplanade West. Section 5.11(8) of the Agreement contains a covenant from CN to obtain from Metro a conveyance of this land prior to the commencement of a hearing before the OMB to consider the Stadium Precinct Zoning By-law. In the event that CN cannot obtain the required conveyance, it will support the City in a request to defer the hearing until such time as the conveyance is in hand.

Section 5.12 deals with the naming of streets in the Stadium Precinct and provides that existing streets such as Peter Street which are to be extended southerly will retain their present name. New streets will be named in the normal manner, with consideration given to a list of names proposed by CN.

Construction of the Dome Stadium requires that the John Street Pumping Station, operated by Metropolitan Toronto be relocated. CN covenants in Section 5.12 of the Agreement to secure the necessary agreements with Metro and others to permit the relocation of the Pumping Station to proceed. The City is not sharing in the cost of the relocation.

Both City and Metro officials have consistently stressed the need to provide adequate parking for charter buses serving the Dome Stadium. The Commissioner of Public Works in his report of January 23, 1986 recommended that storage and handling for 125 buses be provided. The Metro Commissioner of Planning confirmed this same requirement in his letter of January 23, 1986. The proposed by-law for the Stadium Precinct requires that 125 charter bus parking spaces be provided in conjunction with the Stadium. Section 5.14 of the Agreement secures this provision by providing for temporary surface bus parking as shown on Schedule D which shall later be incorporated into a permanent bus parking structure as development of the block proceeds.

To provide satisfactory pedestrian access between the Dome Stadium and Union Station area, CN is required to construct a pedestrian walkway and bridge as shown on Schedule M and provided for in Section 5.14 of the Agreement. Schedule M shows three different alternatives providing the required connection. Under the terms of the agreement CN has the option of which route to select.

Construction of the new north-south connection shown on Schedule M requires the permission of Toronto Terminal Railways and the Canadian Transport Commission. CN has confirmed in Section 5.16 of the Precinct Agreement that it has obtained the required TTR approvals subject only to the review by TTR of detailed design drawings. If for any reason CN cannot obtain final TTR approval the Agreements requires CN to provide for alternate access routes satisfactory to the City.

One of the arrangements made to permit development of the Stadium Precinct to proceed is a land exchange betwen the City and CN. The provisions respecting this exchange are set out in Section 5.17 of the Agreement. Generally speaking the City is agreeing to close Station Street in accordance with the provision of the Municipal Act and transfer to CN the City's rights to Station Street. In return CN agree to:

i) complete all infrastructure required for Stadium opening;

ii) complete the Northern Linear Park, CN Plaza, John Street Park, John Street Corridor Tower Park West and Tower Park East prior to Stadium opening;

iii) convey to the City in a completed and satisfactory state all streets required for Stadium opening;

iv) convey, in a completed and satisfactory state, Tower Park East - Phase One, Tower Park West, Northern Linear Park;

v) convey all necessary easements and rights-of-way necessary to permit the Simcoe Street tunnel to be constructed. In the event the City is obstructed from completing the conveyance of Station Street by a third party, CN agrees to release the conveyance of the streets and parks noted above CN will withhold however the conveyance of the easements and rights of way necessary to construct the Simcoe Street tunnel.

The Simcoe Street tunnel is not required to service the Stadium Precinct. However since the conveyance of the easements required to permit construction are linked to elements of the Stadium Precinct it is necessary to deal with the matter in this Agreement. Section 5.18 explains the obligations of the parties with respect to granting easements for the Simcoe Street extension including the demolition of a corner of the CN express building required to permit the extension of the street.

4.6 Article VI - Parks - Conveyance

The Railway Lands Plan provides for the creation of some 30 acres of new parks and open spaces. By way of this agreement the conveyance of over 13.5 acres of parkland to the City has been provided for. In addition 2.25 acres of publicly accessible open space is being created adjacent to the Stadium.

In most cases Parks will be conveyed to the City by way of a 1000 year lease, which cannot be terminated by the owner and which is renewable for a second term. In addition some lands will be conveyed in freehold to the City. The Parks to be conveyed as a result of this agreement are:

(a) Northern Linear Park - Schedule L

(b) Southern Linear Park - Schedule L

(c) Tower Park West - Schedule I

(d) Tower Park East - Schedule I

(e) Community Park - Schedule 2

To ensure that the conveyance of these lands proceeds, CN has agreed to execute prior to the issuance of and order by the OMB on the Stadium Precinct Zoning By-law, registerable conveyances to be held in escrow by the City Solicitor until the time of formal conveyance to the City. CN has also agreed to provide the City with a title opinion from their Solicitors, Messrs. Blake Cassels and Graydon, that CN holds good title to the lands to be conveyed free of encumbrances, prior to the City incurring any financial obligations regarding any infrastructure.

The Agreement provides that the Park conveyances placed in escrow will be automatically released and delivered to the City when the relevant Release Date occurs. Section 6.01(7) provides for the release of Tower Park East, Tower Park West and Northern Linear Park to occur concurrently with the earliest of the following three events:

(i) the opening of the Stadium;

(ii) as is necessary to service development in the Precinct;

(iii) March 19, 1996

The conveyance of the Community Park in the Bathurst Spadina Neighbourhood will be released at the discretion of the City any time after the High-Line Freight Bypass has been removed, or, on March 1, 2006, whichever occurs first. In any event, development of the Bathurst Spadina neighbourhood cannot proceed until the High-Line is permanently removed.

Matters related to the conveyance of Northern Linear Park are described in Section 6.02. This section is generally technical, with the exception of one matter. This relates to the retaining wall which must be constructed parallel to the south edge of the railway corridor, on the northern edge of Northern Linear Park. Ownership of this retaining wall will be given to the City but CN will retain the responsibility to to maintain it on a joint basis. In this regard the agreement reserves the right for the City to enter into the rail corridor to repair and maintain the wall.

Southern Linear Park is the subject of Section 6.03 of the Agreement. Because Southern Linear Park cannot be conveyed until the High-Line is permanently removed, a degree of flexibility has been built into the Agreement with respect to the conveyance. The most likely release date will occur when CN determines that satisfactory arrangements have been made to permanently relocate the High-Line. If however, the High-Line has not been permanently removed by March 1, 2006, the conveyance of Southern Linear Park will be automatically released to the City on the condition that the City grant a sub lease to CN so that the High-Line may continue to operate. With respect to this matter I am advised that significant progress has been made towards permanent High-Line relocation and that an agreement confirming this should be executed in the near future.

Section 6.03 also contains a covenant from CN to provide that the new pumping station be constructed to permit the construction of the Southern Linear Park across its roof. The section also contains an acknowledgement that the details of how this will be accomplished will be dealt with in the context of an application for the pumping station for Development Review pursuant to Section 40 of the Planning Act.

The John Street Corridor is discussed in Section 6.05 of the Agreement. In my earlier report entitled Railway Lands Part II: Implementation Strategy it was contemplated that the John Street Corridor would be conveyed to the City as part of Tower Park. However, as plans for the Dome Stadium have evolved, it has become clear to me and to the Commissioner of Parks and Recreation that the John Street Corridor is not really a park.

It is nonetheless a critical component of the open space system required to service the Stadium Precinct and provide pedestrian access between Front Street and the Lake. Schedule I outlines the limits of the John Street Corridor. Located beneath the John Street Corridor will be part of the Dome Stadium and contained within its boundaries is the large transformer servicing the CN Tower. These encumbrances coupled with the need to use the corridor to construct and maintain the Stadium have resulted in my conclusion which is supported by the Commissioner of Parks and Recreation that the John Street Corridor should not be conveyed to the City as park. Instead it should be designated as publicly accessible open space, with the City securing a restrictive covenant from CN guaranteeing permanent public pedestrian across in perpetuity.

In recognition of the permanent public access being secured across the John Street Corridor and in view of the vital importance of the link to the overall system of waterfront open spaces I am recommending that the City's financial obligation to the John Street Corridor remain intact. The Agreement as drafted provides for this.

Tower Park West is comprised of the area between the John Street Corridor and the CN Tower as shown on Schedule I. Section 6.05 provides for Tower Park West to be conveyed to the City by way of a 1000 year lease. Where there are existing facilities below Tower Park West, such as the Tour of the Universe, the City lease will extend to a point one foot below the surface of the Park. In all other areas the lease will extend to six feet below the surface of the Park. Because of sub surface encumbrances Tower Park West is the only park in the Precinct here the City is not acquiring full subsurface rights.

The limits of Tower Park East are illustrated on Schedule I and discussed in Section 6.06 of the Precinct Agreement. Tower Park East shall be conveyed to the City by way of a 1000 year lease. Subject to permitted encumbrances the lease will convey all interests in the land from the landowners to the City.

The Agreement also acknowledges that subject to the establishment of terms acceptable to the City, construction of a Hydro Substation below the surface of the park may be permitted. As well a teleport facility in the southerly portion of the park near The Esplanade. With respect to the teleport, I explained in Section 3.5 of my accompanying report entitled Railway Lands Part II: Final Report on Rezoning Application for Precinct 'A' that discussions have been held with representatives of Telesat Canada to explore options for permitting a teleport facility within Tower Park East. I point out in my report that I will address the Telesat issue in a joint report with the Commissioner of Parks and Recreation on the design of Tower Park East. This is still my intention. However, because the existing Telesat installation west of the CN Tower will become unsuitable for continued Telesat useage, Telesat will have to be relocated prior to the construction of the Stadium rising significantly above grade. As such, if Telesat is to relocate into Tower Park East, it will need to do so prior to the conveyance of the Park to the City. Hence Section 6.06 of the Agreement contains the covenant of CN not to enter into or permit CN Tower Corporation to enter into any agreement with Telesat which contemplates relocation of the facility into Tower Park East without the full approval of the City on the location, size, function and design of the facility.

If a Telesat teleport is located in the park, the Agreement provides for an arrangement whereby the City will grant a sub lease to CN of the Telesat lands. Such lease will contain a proviso that, should Telesat fail to operate and maintain the public interpretation program terms of which will be set out in its lease, that the City may choose at its option to terminate the sub lease.

Community Park is the major park facility in the Railway Lands west of Spadina. It is illustrated as Part 2 on Schedule 2. Section 6.07 contains a covenant from CN to convey freehold title to the Community Park subject to an initial lease period of forty (40) years. At the end of the term, freehold title to the park will then be automatically conveyed to the City.

The conveyance of Community Park shall contain a reservation in favour of CN to construct an underground parking garage in the park. The garage must be designed to permit park use above and access to and the design of the structure are subject to the review and approval of the City. CN will indemnify the City with respect to all liabilities associated with such a facility.

Section 6.08 deals with the matter of how parks in the Railway Lands may be used. It is quite straight forward and permits those uses allowed within the parks designation of the Railway Lands Zoning By-law No. 612-85 as may be amended from time to time.

The City will be sharing in the cost of constructing some of the parks in the Railway Lands. In all cases, however, and as provided for in Section 6.09, CN is responsible for the initial filling and rough grading of the land to make it suitable for park purposes.

On the west side of the proposed Stadium will be a publicly accessible open space which has been referred to for convenience as CN Plaza. The space, which is some 1.1 acres in size, is illustrated as Parts 21 and 23 on Schedule 1 and discussed in Section 6.10. Contained therein is the covenant of CN to permit the public to use the space 24 hours a day, seven days a week. The City is not sharing in the cost of CN Plaza.

To provide satisfactory and adequate access to the proposed Dome Stadium, it is necessary to secure certain lands at the south east corner of the precinct which belong to Marathon. These lands are are shown on Schedule A. Because these lands are of pivitol importance to accessing the Stadium, the Agreement, in Section 6.11, contains a commitment from CN to secure an agreement to convey these lands to the City. CN has undertaken to secure this agreement at least fourteen (14) days in advance of any OMB hearing to consider the Stadium Precinct Zoning Bylaw. In the event that CN is unable to secure such agreement, the City is entitled to request an adjournment of the OMB hearing and CN is agreeing to support such a request.

Annexed to the Precinct 'A' Agreement, as Appendix E, is the form of park lease which the parties agree to enter into for the conveyance of parks by CN to the City. The park's lease will have a term of 1000 years and be renewable for a second term. The lease cannot be terminated and rent payable to CN shall be a one time nominal consideration.

Section 6.13 of the Agreement discusses the changes required to John Street Park to make it suitable for accessing the Dome Stadium. The limits of John Street Park are illustrated on Schedule K. The eastern half of the park is located on land leased to the City by CN. The western half on land leased from the Royal Bank of Canada.

At the time of Stadium events, the John Street Park will be subjected to extremely heavy pedestrian traffic. This is particularly true in the short term, prior to the extension of The Esplanade to York Street. For the past year the Royal Bank of Canada has been expressing to me its concern about potential property damage, building security and operational problems related to their courier van and truck movements which might arise as a result of Stadium operations. The courier movements in particular are esential for the operation of their facility at 315-325 Front Street West.

In response to the concerns expressed by the Bank, and to deal with my own concerns regarding the impact of pedestrian flows on the Stadium, an analysis was undertaken to determine the number of pedestrians who could reasonably pass through the park without risk of serious damage. This was done by measuring the width of available paved circulation through the CN portion of the park, taking into account that obstructions, such as stairways, trees and walls reduce flow. This analysis determined that the total available exterior circulation space through the park is the equivalent of approximately 31 feet. In addition there exists a 12 foot public walkway through the CN office building which is capable of carrying a limited flow of pedestrians. At present flow through this walkway is somewhat constrained because access to it is controlled by double doors at either end. This doorway configuration reduces the walkway's capacity to carry pedestrians and restricts the usability of this space. Accordingly the

Precinct Agreement contains the covenant of CN to make required modifications to the doorways such as mechanical door openers or other means, which are acceptable to me. These changes will allow a smoother flow of pedestrians through the walkway and increase the overall pedestrian capacity of the park.

To supplement the available 31 feet of exterior circulation space on the CN portion of the park, the Royal Bank of Canada has agreed to widen the main pedestrian walkway by some 5 feet 4 inches. This will bring the total aggregate of pedestrian circulation space available to approximately 37 feet. So that pedestrian flows into the park from the Stadium do not exceed the park's capability to permit passage, the width of the John Street pedestrian bridge over the railway corridor is limited to 35 feet. In this way the bridge acts to control pedestrian flows by restricting the number of pedestrians that can enter the park from the south and thereby ensuring that the park is not overrun. If CN is unable to make the necessary changes to the walkway through the CN office building the effective width of the bridge will have to be reduced as noted in Sections 3.2 (e) and (f) of this report.

To prevent pedestrians from straying off the paved walkways of the park and onto the more fragile landscaped areas, the Agreement permits the erection of a decorative metal fence, not higher than five feet, along the western edge of the central walkway as shown on Schedule K. For continuity this fence would also extend across the north side of the Royal Bank portion of the park. The cost of the fencing and the widening of the main walkway are costs which will be borne by the Royal Bank of Canada.

The proposal described above is not entirely satisfactory to the Royal Bank. The Bank would also prefer to have gates installed at all entrances to the park so that access to the space could be controlled if necessary. While I share the concerns of the Bank I am hopeful that a solution other than gates can be found. As such I am recommending that a committee be struck consisting of the Royal Bank, the Commissioner of Parks and Recreation, the City Solicitor, the Metropolitan Toronto Police Force, myself and others as may be necessary, to review operational matters related to the impact, on the Royal Bank, of pedestrian circulation to and from events at the new Stadium. I am recommending further that the Committee report back to Council on practical measures as soon as reasonably possible.

In addition to the improvements to the Royal Bank portion of the John Street Park, modifications are also required to the

CN portion. These changes are illustrated generally on Schedule K and shall be made at the sole cost of CN.

4.7 Article VII - Parks Improvements

Article VII of the Precinct 'A' Agreement deals with the design, construction and cost sharing of parks and in large part parallels much of Article III. Section 7.01 sets out provisions for retaining certified Consulting Landscape Architects to design all parks in the Stadium Precinct. Under the provisions of this section, the City and CN will jointly select and retain a consultant to design and supervise the construction of all parks within the Stadium Precinct. CN acknowledges in the Agreement however that the City has prime responsibility for all park design matters. Further, CN has agreed to limit its input into the process to that which is necessary to ensure that its interests regarding quality, costs and compatibility are adequately reflected.

Section 7.02 of the Agreement contains provision related to the understanding of the parties regarding the type, quality and cost of parks to be created. In particular the section sets out 'upset limit costs' for the construction of each park site which may not be exceeded. These upset construction costs are set out below.

Park Name	CN Portion	City Portion	Total Cost
Tower Park East		425,000	$1,700,000
Tower Park West	700,000	700,000	$1,400,000
John Street Corridor	1,100,000	1,100,000	$2,220,000
CN Plaza	1,800,000		$1,800,000
Northern Linear Park) Southern Linear Park)	525,000		525,000
Community Park	2,000,000		$2,000,000
Totals	6,125,000	2,225,000	$9,645,000

Provisions are made in the agreement to adjust these costs to keep pace with inflation.

All parks in the Stadium Precinct in which the City is sharing costs will be constructed by a contractor, chosen as a result of public tendering process equivalent to that followed by the City. The Consulting Landscape Architect shall be responsible for all tendering and contract administration related to park construction, the cost of which is a shared responsibility.

Phasing of park construction was touched on earlier in Section 6.01 where I described when various parks would be conveyed to the City. Section 7.04 of the Agreement confirms these arrangements.

Section 7.05 provides for various matters related to the obligations of CN and the City with respect to the cost of developing the required park lands. As noted earlier, the Consulting Landscape Architect will administer the park construction contract and will be responsible for issuing monthly progress certificates outlining the extent of work completed, the total cost of the work and the respective cost apportionment between CN and the City. As is the case with cost sharing of streets, the City has the option to pay its portion of park development costs on a monthly basis as work proceeds or to defer payment until such time as all work is satisfactorily completed. In the event that payments are deferred, the City will be responsible for interest, at the Prime Rate, on the outstanding amount. Interest will start to acrue thirty (30) days after receipt of a progress certificate.

Sections 7.06, 7.07, 7.08, 7.09, 7.10 and 7.11 are technical in nature and deal respectively with: Inspection, Progress Certificates, Deficiencies in Park Construction, Enforcement of Construction Covenants, Construction Warranty, and Insurance. Readers who are interested in these matters are referred to the appropriate section of the Precinct 'A' Agreement.

To satisfy the City that sufficient funds are available to fulfil the obligations of CN with respect to parks, Section 7.12 covenants CN to post a performance bond in an amount sufficient to complete all outstanding parks works required under the Agreement. In the event that CN fails to comply with its obligations to construct various parks by specified dates, the Agreement permits the City to draw on the bond for funds to complete the outstanding work.

The reader will recall that Section 7.02 of the Agreement dealt with the matter of the "hard" costs of construction and established upset cost limits which could not be exceeded. Section 7.13 expands on this item by describing the actual formula that must be followed to calculate the real financial obligation of each party with respect to a particular item of park work.

Under Section 7.14 the City has the right to inspect the books and records of the consultant who is responsible for preparing progress certificates to ensure and verify its interests. When the construction of a particular park is completed, and a final completion certificate has been issued it may be necessary for the parties to make adjustment payments to each other to ensure that the cost sharing percentages are complied with. Section 7.15 of the Agreement provides for this to occur.

4.8 Article VIII - City Housing Lands

Article VIII sets out various provisions related to the conveyance of eleven acres of land to the City, for use for housing, primarily for low to moderate income families. Section 8.01 of the Agreement describes how the area of the lands to be conveyed will be calculated. This is important because, in some instances, portions of the land to be conveyed will ultimately become local streets and the density attributed to such land transferred to adjacent parcels.

The Agreement also contains the covenant of the City to restrict the use of the lands conveyed to it to housing and ancillary non-residential uses for a period of fifty (50) years from the commencement date of the Precinct 'A' Agreement. Section 8.01 contains a further City covenant not to utilize any non-residential development rights attached to the housing lands in excess of 200,000 square feet.

The lands to be conveyed to the City will generally reflect the checkerboard pattern of ownership requested by the Commissioner of Housing, and approved by Council on October 7, 1985. The exact pattern, dimensions and boundaries of these lands have not as yet been determined, but will be determined as a result of a joint City-CN precinct planning process.

The terms of the Precinct Agreement require that CN place registerable conveyances of all the Phase One housing (3.98 acres) illustrated as Parts 3, 4, 9, 20, 29, 30, 35 and 36 on Schedule 2 in escrow prior to the Order Date. In addition, CN must provide a registerable covenant to convey the remaining 6.02 acres of housing lands as provided for in the Agreement and as called for by the City. In this regard the Agreement permits the City to require an additional conveyance of lands in excess of the original phase one conveyance of 3.98 acres when the City is ready to proceed with development.

Provisions regarding the mechanisms by which the initial and subsequent conveyance of housing lands will occur are contained in Sections 8.02 and 8.03 of the Agreement.

The Agreement further provides in Section 8.04 for the City to convey the lands received by it, for housing purposes, to another authority or agency.

Precinct plans for the housing precincts will be prepared jointly by the CN and Commissioner of Housing as described in Section 8.05. The parties agree to jointly select a consultant to prepare a common precinct plan and to cooperate with each other to ensure the success of the process. The Agreement provides that the joint precinct planning process referred to above will be completed not later than twelve months after the Commencement Date of this Agreement. If a joint precinct submission is not made within twelve months, the parties have the option to prepare and submit an independent plan. In this event CN agrees not to submit any additional precinct plans for processing until such time as the City has submitted an independent precinct plan for the city housing precincts.

As set out in Section 8.06, the City in accepting lands for housing purposes is also accepting a portion of the financial obligations for servicing the lands, originally assigned to CN. More specifically the City, as developer agrees to pay all costs related to the construction of the local streets required to service its lands, save and except for initial grading of the roads.

The Agreement also contemplates a situation where the City or CN could proceed independently with development of the Precinct. In such instances the developing party will front end the full costs of infrastructure as set out in 8.06 to be recovered from the other party when it is ready to proceed.

4.9 Article IX - Arbitration

Article IX establishes the framework for the arbitration of certain limited aspects of the Precinct Agreement. Only two sections of the agreement permit matters to be referred to an arbitrator for resolution. These sections are 7.05(3) which deals with the assignment of park costs and Section 8.05(1) which permits a dispute over the selection of a consultant to prepare a precinct plan for the housing lands to be referred to arbitration.

4.10 Article X - Heritage and Public Art

Annexed to the Precinct Agreement are Appendices B, B.1 and C respectively entitled "Archaeological Strategy Document" and "One Percent for Art Guidelines". The Archaeological Strategy Document establishes the requirements and procedures which must be adhered to by an applicant applying for a bylaw to remove the holding symbol from any precinct in the Railway Lands. The One Percent for Art Guidelines set out the requirements which must be met by all major developers in the Railway Lands with respect to providing or incorporating works of public art into their projects.

Section 10.01 of the Precinct Agreement describes the specific provision to be met by CN with respect to matters of heritage and archaeological significance in the Stadium Precinct. Most important among the provisions is the contribution by CN of $25,000 towards the retention of a professional archaeologist(s). The contribution by CN is conditional on the City securing an additional $75,000 in funding. If the City does not reach its $75,000 commitment CN will reduce its share to 25% of the total raised.

In the event that artifacts of archaeological significance are found within the lands during the course of construction, the Precinct Agreement provides for a 24 hour hiatus period during which CN will allow the City Archaeologist to pursue an investigation without interferance. After the expiry of the 24 hour period CN shall move all material found to an appropriate site nearby so that work may continue without interference.

Section 10.02 of the Agreement contains the covenant of CN to abide by, or cause to be abided by, the One Percent for Art Guidelines. The Guidelines are structured to ensure that adequate consideration is given to the provision of public art in all major developments in the Railway Lands.

4.11 Article XI

Article XI is a Section dealing essentially with various technical matters of a legal nature. The section headings of the Article are: Force Majeure, Jurisdiction, Notices, Registration and Discharge, Successors and Assigns.

5. CIRCULATION AND REVIEW OF PRECINCT AGREEMENT

The components of the application submitted in September, namely the Precinct 'A' Supporting Documentation and Precinct 'A' Environmental Report have been circulated as described in my October 4th Status Report. In addition, I have held extensive consultations with various City officials regarding draft versions of the Precinct Agreement, and with the Ministry of the Environment and Medical Officer of Health regarding the Environmental Agreement. For a discussion of comments received from the Ministry of Environment and Medical Officer of Health please refer to my accompanying report report entitled Railway Lands Part II: Environmental Agreement, which is also before your Committee.

All responses received to date which relate to matters dealt with in the Precinct Agreement are included in Appendix 1. The responses which were received prior to publishing my Final Report are discussed in Section 4 of that report. However, for clarity I have reproduced in Appendix 1 all comments received, including those which are contained in the above noted report. For brevity I have not repeated the comments contained in that report but have simply referred back to them as appropriate. In certain cases I have expanded the discussion of particular matters raised in my Final Report and have noted this.

5.1 Metropolitan Toronto Planning Department

In his letter of January 23, 1986 the Metro Commissioner of Planning raises a number of issues. For simplicity I will deal with the Commissioner's points in the order raised.

In the section of his letter entitled Development In Precinct A, the Commissioner is suggesting that amendments be made to the Railway Land Part II Plan to allow the transfer of density from the Metro lands in the Stadium Block to the 1.2 acre site south of The Esplanade in Special Mixed Use Area B. Subsequent to his letter, the Commissioner on January 29, 1986 submitted a report to The Economic Development and Planning Committee of the Metropolitan Toronto Council recommending that Metropolitan Toronto request the Ontario Municipal Board to modify Section 10.8.4 of the Part II Plan to permit the transfer of density from Spadina Sub-Centre Special Mixed Use Area A to Spadina Sub-Centre Special Mixed Use Area B.

Sections 10.4.1 and 10.4.2 of the Part II Plan adopted by City Council on August 17, 1985 by By-law 610-85 permit a maximum non-residential density of 1.35 times the area of the lot, exclusive of the proposed dome stadium, on lands within Area A and a maximum non-residential density of 2.5 times the area of the lot, exclusive of the proposed pumping station, in Area B.

The Municipality of Metropolitan Toronto owns approximately 1.8 hectares of land within Area A and approximately 0.5 hectares within Area B. These lands comprise the current site of the John Street Pumping Station. Pursuant to the policies of the Part II Plan, Metropolitan Toronto lands could be developed with a total non-residential density of approximately 36 725 square metres of which 24 475 square metres is to be utilized in Area A and 12 250 square metres is to be utilized in Area B. Section 10.8.4 of the Part II Plan permits density transfers within the same land use districts or area except for Spadina Sub Centre Special Mixed Use Area A. Area A was specifically excluded from the density transfer provision to ensure that the Dome Stadium would contain adequate non-residential uses to permit the stadium to function as an urban building and not simply an engineered structure.

Section 10.8.4 of the Part II Plan permits density transfers up to a maximum non-residential density of 4.0 on lots within Area B. The maximum non-residential gross floor area permitted on Area B pursuant to Section 10.4.2 of the Part II Plan is 2.5 times the area of the lot exclusive of the pumping station or 20 137 square metres. Metropolitan Toronto has requested that consideration be given to permitting density transfers for Area A so that the transfer of up to 24 475 square metres from Area A to Area B may be considered by Council. The effect of the transfer of the density attributable to lands owned by Metro is to increase the density on Area B to 5.5 and to decrease the density on Area A to 0.9.

The draft by-law for the Stadium Precinct contained in Appendix 4 to my Final Report provides for a maximum non-residential gross floor area of 73 791 square metres exclusive of the Stadium and accessory uses on the Stadium Block. The By-law also requires that a minimum of 8 000 square metres of other non-residential uses be contained in the Stadium. The draft by-law provides that the non-residential density not used in the Stadium may be used in a non-residential building to the west of the Stadium. Without finalization of the Stadium plans the amount of non-residential density not used in the Stadium is unknown.

The transfer of density from the Stadium block (Area A) to the Pumping Station block (Area B) should only be considered at such time as plans for the Stadium have been finalized and the amount of density to be transferred and its impact on the donor and receiving sites has been assessed. This is most appropriately dealt with by means of an Official Plan Amendment and Rezoning Application at the appropriate time.

Under the heading of John Street Pumping Station in the Commissioner of Planning's January 23, 1986 letter, there is a statement that the pumping station will be reconstructed within the High Line right-of-way and that the Precinct plan should reflect this arrangement. The Schedules to the Precinct Agreement now before you accommodate the reconstruction of the pumping station beneath a portion of the High Line subject to the requirement that the facility accommodate, across its roof, the Southern Linear Park.

Under the heading Sanitary Drainage, there is a request that the applicants proposed sanitary sewage system not be given final approval until a joint Provincial-Metro-City study is completed and the recommendation considered. I have discussed this matter with the Commissioner of Public Works, who confirms that there is a potential capacity problem in the sewage interceptor system. The Commissioner has advised me however that the municipal services proposed for the Railway Lands are adequate to handle the loads which will be created as a result of development. Nevertheless the Commissioner of Public Works confirms that he is prepared to accommodate the construction of a sanitary interceptor sewer beneath The Esplanade street allowance if the Joint Study concludes that the facility is necessary. Such facility if built will need to be designed to have due regard for the underground services and facilities which are anticipated and the vehicular and pedestrian tunnels which must be constructed to properly service the precinct.

Under the sub-heading of Transportation, the Commissioner states that the Precinct 'A' proposal is acceptable subject to a number of conditions. In this regard I concur with Conditions a(i), (ii), (v), (vi) and (vii) and have provided for these matters in the Precinct Agreement. Condition a(iii) cannot be implemented until such time as the High Line is permanently relocated. Accordingly, I have stressed with the applicant the need to design and implement satisfactory at grade pedestrian crossing facilities at John Street.

Condition a(iv) of the Commssioner's letter, while desirable, is impractical to implement in its entirely. I would point out however that much of the Front Street pedestrian connection is already weather protected and I am requiring that where practical, the southern pedestrian connection illustrated on Schedule M be weather protected.

Conditions b(i) and b(ii) deal with the Commissioner's proposed 250,000 square feet limit on non-residential density, above which he is requiring that the Spadina LRT receive project approval by Metropolitan Council. I have addressed this matter earlier in this report in Section 3.3 entitled Assessment of the Infrastructure.

5.2 Commissioner of Public Works

The Precinct Agreement before you has been prepared in close consultation with the Commissioner of Public Works. In the course of this consultation the Commissioner has submitted to me two major reports, dated October 28 and January 23, commenting on the Precinct 'A' submission and Agreement. All of the matters raised by the Commissioner in those two reports, save and except, the issue of parking standards have been addressed in the Precinct Agreement and or the Zoning By-law to the satisfaction of the Commissioner of Public Works and myself. After consultation with the Commissioner, I am recommending that Recommendations No. 5 and 6 of my Final Report on Rezoning Application for Precinct A be amended as described in the report of the Commissioner of Public Works dated January 23, 1986.

5.3 Toronto Board of Education

In my Final Report on Rezoning Application for Precinct 'A' I believe I addressed all of the Board of Education's initial concerns. Staff of the Board have recently expressed additional concerns respecting access for the disabled which I will be reviewing in the context of applications for Development Review.

5.4 Metropolitan Toronto Separate School Board

My comments regarding the concerns raised by the Metropolitan Toronto Separate School Board are addressed in my Final Report on Rezoning Application for Precinct 'A'.

5.5 Toronto Terminal Railways

To the extent possible I addressed the matters raised by the Toronto Terminal Railways in my Final Report. On the matter of not permitting columns within the railway corridor to support pedestrians or vehicular bridges I have been advised by the applicant that such supports while desirable are not absolutely necessary. I also acknowledge TTR's concern that matters such as the requirement for new high voltage power lines to service the Railway Lands must be addressed and reviewed with TTR.

5.6 Commissioner of Housing

The comments of the Commissioner of Housing appended hereto are based on his review of a preliminary draft of the Precinct Agreement. The issues raised all have been, I believe, satisfactorily addressed in the Precinct Agreement now before you, with the exception of 8.06(31) on page 4. The Commissioner is concerned about assuming an obligation to construct a retaining wall between the north edge of his two most westerly housing parcels and the railway corridor. As drafted in the Precinct Agreement there is no obligation on either party to construct a retaining wall along this boundary. However it is obvious that some form of structure which may in fact be part of a building must be built to accommodate the transition in grade from the rail corridor elevation to the proposed elevation of the new streets which will service the development. It is my view that this is a matter which neither can, nor need be resolved now. To a large extent the requirement is dependent on the type and scale of housing to be produced on the lot, the amount of parking to be provided on the lands and the design of these structures. The Precinct Agreement establishes the requirement for a joint Precinct Plan to be proposed within the next twelve months by the Commissioner of Housing and CN and I am confident that in the context of this planning process that the issue of the change in level can be resolved to the satisfaction of both parties.

5.7 Commissioner of Parks and Recreation

My staff have reviewed various drafts of the Precinct Agreement with the Commissioner of Parks and Recreation. As a result of this consultation I believe that all of the requirements of the Commissioner have been satisfactorily provided for in the Precinct Agreement. There remain several outstanding matters of concern to the Commissioner with respect to the development of parks within the Stadium Precinct. These concerns however are generally matters of detail and all I believe can be satisfactorily addressed in the process of designing each park.

6. CONCLUSION

The Precinct Agreement now before you has not as yet been executed by CN, through, subject to review of the detailed drafting the clauses it contains have been approved by CN and its Solicitors. As I have stated previously, Section 11.12 of the Part II Plan requires that a precinct agreement to secure the safeguards and measures set out in the 11.12 of the Part II Plan must be executed by the applicant prior to introduction of the Stadium Precinct Bylaw into Council. I have been advised, and it is my expectation, that CN will execute the Precinct Agreement presently before your Committee, subject to minor amendments, prior to a meeting of Council to introduce the Stadium Precinct Bylaw.

Section 11.14 of the Part II Plan requires that I circulate the Precinct Agreement for review and comment to the City, Metropolitan, Provincial and Federal officials, and the officials of any commission, authority or other bodies involved in the development or servicing of the land.

Many of the officials referred to above had drafts of the Agreement circulated to them and have provided their comments to me. In compliance with the requirements of Section 11.14 however I am now circulating this final version of the Precinct Agreement. Prior to introducing a bill to enact the Stadium Precinct Zoning Bylaw I am recommending that I be directed to prepare a Supplemental Report to Council outlining any further comments that I receive. In addition my Supplemental Report will describe any amendments which may be necessary to make the agreement acceptable for execution.

I am also recommending that Council not consider the bill to introduce the Stadium Precinct Bylaw until such time as Council members have had the opportunity to consider my Supplementary Report and any amendments to the Precinct Agreement.

CN has also agreed to provide the City with letters of commitment on two important matters. The first will discuss the status of arrangements being made to secure the reconstruction of the Spadina Avenue Bridge, while the second will contain a commitment from Marathon to make available and convey the lands described in the Precinct Agreement as required for the opening of the Stadium. While I anticipate that these letters will be available in the very near future I am also recommending that Council not consider the bill to introduce the Stadium Precinct Bylaw until such time as I have reported, either in my Supplemental Report, or verbally to Council that satisfactory letters have been received.

7. RECOMMENDATIONS

1. That Recommendation No. 5 of my Final Report on Rezoning Application for Precinct 'A' be deleted and the following recommendation adopted: Develop to the satisfaction of the Commissioners of Planning and Development and Public Works, a marketing and public relations program stressing the advantages of using transit to travel to the Dome Stadium while also indicating the unavailability of on site parking and general information on off site parking and that such program be developed one year prior to the scheduled opening of the Stadium as required in Section 5.10 of the Precinct Agreement.

2. That Recommendation No. 6 of my Final Report on Rezoning Application for Precinct 'A' be deleted and the following recommendation adopted: Determine and prepare a report for the review and approval of the TTC Railway Lands Steering Group and the Commissioners of Planning and Development and

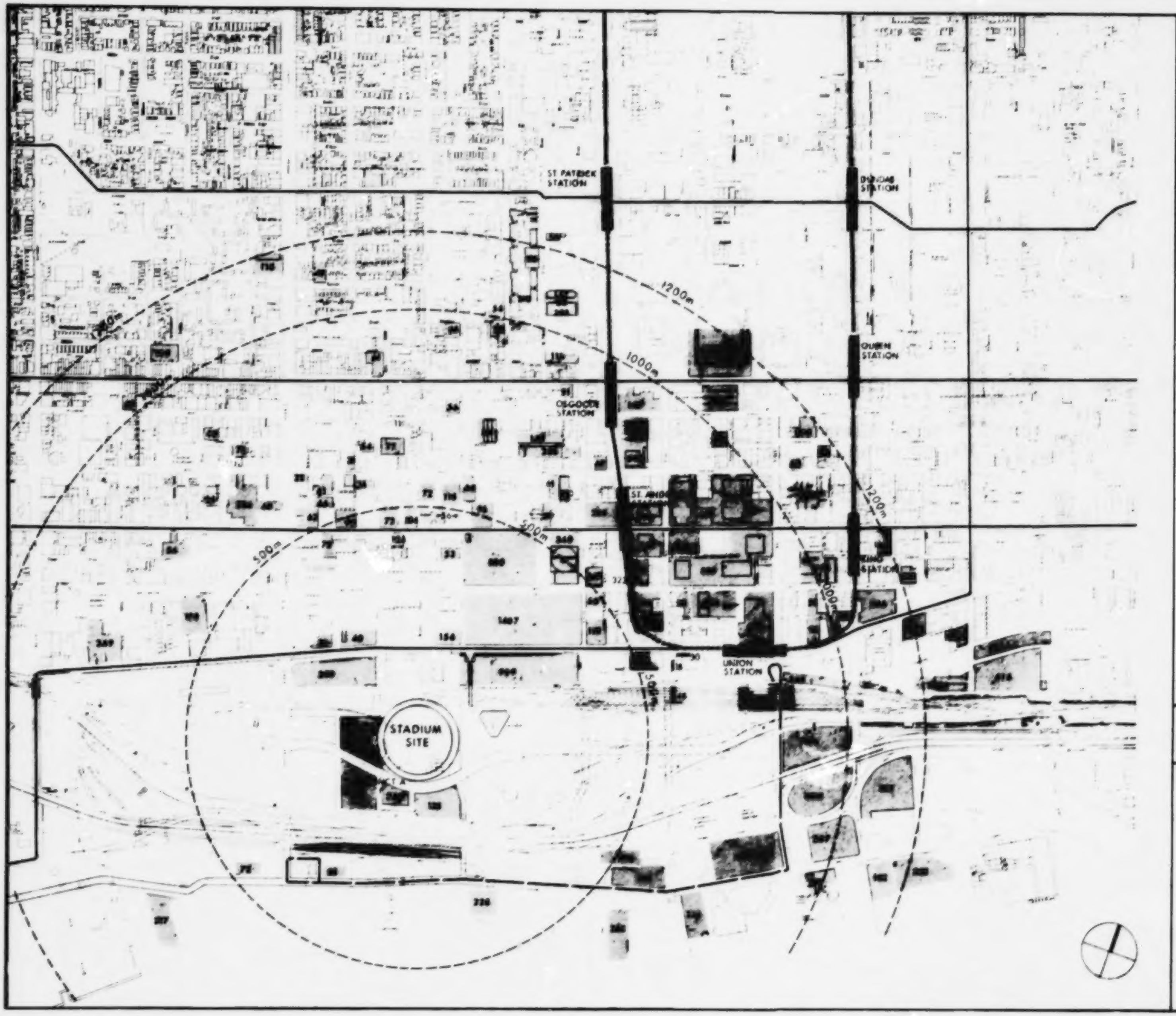
Public Works on any improvements that may be required at Union Station and St. Andrew Station as a result of the development of the Dome Stadium and Precinct 'A' including the necessary phasing and costing of any such improvements.

3. That subject to: City Council having considered my Supplementary Report dealing with any comments received as a result of the circulation of the Precinct Agreement, as required by Section 11.14 of the Part II Plan, and any amendments to the Precinct Agreement that may follow from this review process; Council having before it a copy of the Precinct Agreement, with any required amendments, executed by CN and satisfactory to the City; and Council having received a letter confirming that Marathon agrees to convey the lands required to satisfactorily access the Dome Stadium as described in Section 6.11 of the Precinct Agreement, authority be granted to introduce a Bill into Council to give effect to the draft by-law contained in Appendix 4 to my Final Report, as amended by my report entitled Railway Lands Part II: Amendments to the Precinct 'A' Zoning By-law.

4. That subject to CN fulfilling its obligations as provided for in Precinct Agreement contained in Appendix 2 to this report, respecting the provision of additional information, delivery of letters and documentation as required prior to the Ontario Municipal Board hearing to consider the Railway Lands Part II Plan and Zoning By-laws, that the City's signing officers be authorized to execute the Precinct Agreement.

Stephen G. McLaughlin
Commissioner

MH:GS:jp



MAP 1

PUBLIC OFF STREET PARKING WITHIN 1200 METERS OF THE STADIUM

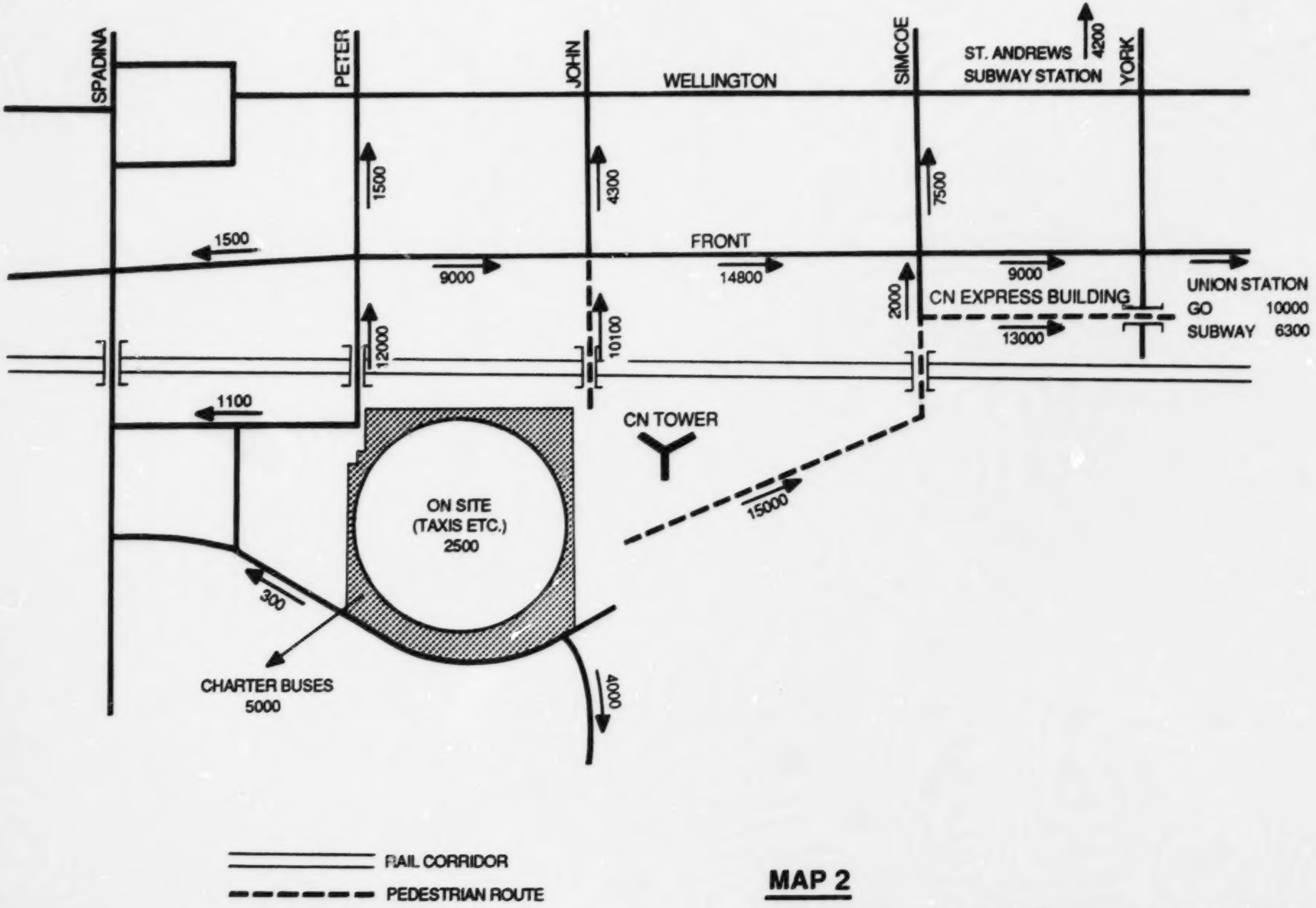
INCLUDES EXISTING, UNDER CONSTRUCTION AND PRECINCT "A"

☐ PUBLIC OFF STREET PARKING
— EXISTING TTC SURFACE TRANSIT ROUTES
— EXISTING TTC SUBWAY
■ EXISTING TTC SUBWAY STATIONS
— FUTURE HARBOURFRONT LRT

SOURCES: DEPARTMENT OF PUBLIC WORKS
BARTON ASCHMAN ASSOCIATES FOR STADIUM CORPORATION OF ONTARIO LIMITED

CITY OF TORONTO PLANNING AND DEVELOPMENT DEPARTMENT
STEPHEN G. McLAUGHLIN, COMMISSIONER
FEBRUARY, 1986

SCALE 0 50 100 150 200 250 METERS



ASSUMES 30 MINUTE DUMP TIME
50000 STADIUM CROWD SIZE

MAP 2

ESTIMATES OF PEDESTRIAN VOLUMES EXITING FROM STADIUM (INITIAL PEDESTRIAN SYSTEM)

CITY OF TORONTO PLANNING AND DEVELOPMENT DEPARTMENT
STEPHEN G. McLAUGHLIN - COMMISSIONER

REPORT ON PRECINCT AGREEMENT FOR PRECINCT "A" (THE STADIUM PRECINCT)

APPENDICES

CITY OF TORONTO PLANNING AND DEVELOPMENT DEPARTMENT
STEPHEN G. McLAUGHLIN , COMMISSIONER FEB.1986

APPENDIX 1.

Responses received to CN's Precinct 'A' Submissions.

1. Letter from Mr. R.J. Bower, Commissioner of Metropolitan Planning Department dated January 23, 1986.

Re: Precinct "A" By-law Supporting Documentation and Environmental Report

The submission circulated for review does not include a draft by-law or Precinct Agreement. Consequently, we have been discussing with City officials, issues which may have to be included in the final documentation that have not been dealt with in the submission. Therefore, our position established in this letter is subject to final comment when the planning documents required to permit development in the Precinct are completed.

We have reviewed the submission in the context of several previously established Metropolitan positions respecting development in the Railway Lands, which are as follows.

1. No major transportation improvements to the Metropolitan systems are required to accommodate a stadium facility. However, it would be desirable to accelerate the early implementation of the Spadina L.R.T., which was originally proposed in the Central Waterfront Transportation Study. The Spadina L.R.T. would serve the Stadium, office development in the Spadina Sub-centre and the Central Waterfront area. An L.R.T. station at the intersection of Spadina and The Esplanade would provide a very attractive access point just west of the Stadium. The Front Street extension and Gardiner Expressway widening would serve the Central Area in general and would also be beneficial to the Stadium.

2. With regard to the Stadium, there should be no transportation cost implications to the Metropolitan Corporation since most of these would have to be provided by the developer as part of the Railway Lands development. Metropolitan Toronto will not contribute any funds towards the cost of the reconstruction of the Spadina Bridge.

3. The 540 000 square metres (5,812,702 square feet) of office development, permitted by the City's Part I Plan in the Railway Lands east of John Street, is a limit beyond which a commitment to the Front Street extension and interchange with a widened Gardiner Expressway will be required. Redistribution of this office development outside of the Financial District could be subject to other transportation requirements.

4. Significant commercial development in the Spadina Sub-Centre, which includes Precinct "A", will require the implementation of high quality transit service.

5. Metropolitan Toronto should be ensured an effective role in certifying the availability of Metropolitan services (roads, transit, sanitary sewers, etc.) in the development control process of releasing precincts for development.

Development in Precinct A

Based on City Planning data, Precinct A may be developed for 175 035 square metres (1,884,125 square feet) of non-residential use, a multi-purpose stadium and accessory uses, a pumping station and 254 dwelling units. More than 145 993 square metres (1,571,505 square feet) of the permitted non-residential use may be used for offices. The existing Metropolitan transportation system is not sufficient to allow full development of the Precinct. Office development in the Precinct should only be permitted to proceed as transportation improvements are implemented. The attached memorandum, dated January 21, 1986, sets out the phasing of transportation improvements and acceptable levels of development. Subject to new road and transit requirements being met, initial office development should be limited to 23 225 square metres (250,000 square feet). Office development beyond this limit will require project approval of the Spadina L.R.T. by Metropolitan Council. The Precinct Agreement may be the most effective means of regulating office development.

In the Stadium block, the Metropolitan Corporation is entitled to develop 24 475 square metres (263,451 square feet) of non-residential use, of which a maximum of approximately 19 145 square metres (205,000 square feet) may be used for offices. This is based on the 1.8 hectares (4.48 acres) of Metropolitan-owned land in the block, which is to be used for the Stadium complex.

Metropolitan Toronto owns approximately 1.2 acres of land in Special Mixed Use Area B on the south side of The Esplanade, opposite the Stadium site. CN is required to convey the High Line right-of-way, approximately 0.8 acres, to the Metropolitan Corporation, for the new pumping station. The Part II Plan permits a pumping station and non-residential use to a maximum density of 2.5 on these two properties.

As you know, Metropolitan officials, according to instruction from Metropolitan Council, have had discussions with you and your staff with a view to maximizing the value of Metropolitan lands south of the Stadium. You suggested that in order to increase the density of these lands, it would be appropriate to consider transferring the density from the Stadium parcel. However, since this is not permitted under the Part II Plan, the Metropolitan interest would have to be accommodated at a future date by amendment to the Plan.

Metropolitan officials have reviewed the situation and are of the view that to protect Metropolitan interests, the appropriate actions to facilitate the transfer should be taken prior to the approval of the zoning by-law for the Stadium Precinct.

It is accordingly suggested that the appropriate amendments be made to the Part II Plan to allow the transfer, with respect to the Metropolitan lands, to facilitate the transfer of the development rights from the Metropolitan portion of the Stadium site (1.35 times coverage on approximately 4.48 acres) to the Metropolitan lands south of The Esplanade, which are assigned a density of 2.5. The resulting density on Spadina Sub-centre Special Mixed Use Area B would be in the order of 5.5 which is the same density that the Part II Plan applies to Special Mixed Use Area C. If this transfer is provided for, it would be logical that Metropolitan Toronto would dedicate the lands in its ownership required for The Esplanade.

In order that Metropolitan Toronto can benefit from the development potential resulting from this transfer of density to the block south of The Esplanade, it would be appropriate for the height limitation to be reviewed within this context.

Direct Vehicular Access to the Stadium

On several of the Precinct Plan's drawings, a "possible access tunnel" to the Stadium is illustrated in the block referred to as SMU.C. The tunnel traverses Metropolitan-owned property. To date, Metropolitan Council has not been advised of this matter. A separate report is being prepared for Metropolitan Council, addressing the constraint such proposal would impose on the development of the site and the necessity of appropriate compensation.

John Street Pumping Station

The Precinct Plan depicts the new pumping station on lands currently owned by Metropolitan Toronto and retains the High Line berm in its present location for leasing to the City for open space/parks purposes. An agreement has now been secured accommodating the pumping station within the High Line right-of-way. The Precinct plan should reflect this situation.

The High Line right-of-way is part of the Spadina Sub-centre Special Mixed Use Area B. The Part II Plan provides for this area to be developed for a water works facility and a mix of non-residential uses to a maximum non-residential density of 2.5. The Precinct zoning by-law should not preclude the utilization of the density assigned to the High Line right-of-way prior to the High Line rail service being relocated. It is our understanding that the railways are considering the possibility that the High Line may have to be retained.

Sanitary Drainage

Within the area bounded by Bathurst Street, Wellington Street, Yonge Street and the Toronto Harbour, there is a future potential capacity problem with the sanitary sewage system. A joint Provincial-Metropolitan-City study of the sanitary sewage interception system to be initiated in early 1986 is expected to address this issue. While the sanitary system proposed in the Precinct Plan is sufficient for the development of Precinct A, the study may have some implications for the ultimate sanitary and storm sewer systems required to serve the Precinct and the Railway Lands as a whole.

Therefore, we would advise that the Precinct Agreement provide that the applicant's proposed sanitary sewage system not be given final approval until the aforementioned study's findings and recommendations are considered.

Transportation

Detailed transportation comments are discussed in the attached memorandum. A summary of the comments are listed below.

> "The Central Waterfront Transportation Study has identified, as a high priority, the need for the Front Street extension and the widening of the Gardiner Expressway in order that automobile access to the entire Central Area of the City of Toronto (including the Railway Lands) from the west can be maintained at an acceptable level of service. As an important step towards implementation, environmental and feasibility studies for these improvements have been authorized by Metropolitan Council and are presently being initiated. The C.W.T.S. also identified the need for the Spadina L.R.T. line as an extension of the now approved Harbourfront L.R.T. line to, among other things, serve the proposed concentration of office space centred on Spadina Avenue within the Railway Lands. Metropolitan and T.T.C. staff are currently finalizing a revised design concept for L.R.T. service on Spadina Avenue which should be considered by Council this Spring. The transportation requirements of Precinct A have been assessed within this broader context.
>
> The City of Toronto should be advised that the Precinct A proposal which includes the development of a stadium facility, about 149 000 square metres of office-commercial uses, about 24 400 square metres of retail space and a maximum of 258 residential units is acceptable subject to the following conditions:
>
> (a) Before the Stadium is opened:

(i) To avoid subsequent construction disruption, to accommodate internal road connections from Precinct A and to ensure that the Spadina L.R.T. line can be implemented as soon as possible following the Stadium opening, the entire reconstruction and widening of Spadina Avenue from Front Street to Lake Shore Boulevard (including the complete reconstruction of the bridge, and the necessary L.R.T. infrastructure) be completed. This reconstruction should be designed to the satisfaction of the Metropolitan Commissioner of Roads and Traffic and the Chief General Manager of the T.T.C. and should include direct pedestrian access to the Spadina L.R.T. in the vicinity of The Esplanade and Peter Street through underground mezzanines.

(ii) Improvement of the John Street intersection at Lake Shore Boulevard to at least provide two southbound lanes and one northbound lane designed to the satisfaction of the Metropolitan Commissioner of Roads and Traffic. It is suggested in view of the relatively small additional costs involved, that the developer provide (at this initial stage) the five lane cross-section of John Street which will ultimately be required by the Railway Lands development.

(iii) A pedestrian bridge be provided across Lake Shore Boulevard at John Street designed to the satisfaction of the Metropolitan Commissioner of Roads and Traffic.

(iv) A weather-protected east-west pedestrian route, as wide as possible, should be provided from the Stadium to Union Station; the alignment and width of this route should be to the satisfaction of the Metropolitan Commissioner of Planning and the Chief General Manager of the T.T.C. The portion of the pedestrian route across York Street should be grade-separated and designed to the satisfaction of the Metropolitan Commissioner of Roads and Traffic.

(v) A minimum of 125 spaces in an area immediately adjacent to the stadium should be provided for parking and marshalling of T.T.C.and other charter buses, and a plan for bus priority access to the principal road network be established to the satisfaction of the Chief General Manager, T.T.C. and the Metropolitan Commissioner of Roads and Traffic.

(vi) A public information program which emphasizes the advantages of travelling to the Stadium by public transit and present information on available parking locations should be developed by the applicant in consultation with Metropolitan and T.T.C. staff, at his expense.

(vii) Adequate provision be made for the parking of all emergency vehicles in the stadium area.

(b) Regarding the staging of office development:

(i) office space within the Stadium and any other office space up to a limit of 250,000 square feet can be provided prior to any approvals being in place for the Spadina L.R.T. line; and

(ii) construction of office space beyond the 250,000 square foot level will require project approval of the Spadina L.R.T. line by Metropolitan Council.

Notwithstanding the above conditions, the Technical Transportation Planning Committee firmly believes that the Spadina L.R.T. line should be implemented as soon as possible. If Metropolitan Council approval can be secured in the next few months, the service could be open to serve the majority of baseball games for the Blue Jays first season in the new Stadium.

In addition, the T.T.P.C. strongly recommends that the City make provision for a grade-separated pedestrian facility across Front Street at either John Street or Peter Street prior to the opening of the Stadium. This facility, in our opinion, is required to ensure an adequate level of service for pedestrians from the stadium and for vehicular traffic exiting the Convention Centre and using Front Street.

> Although it is not feasible to provide a regular GO station at Spadina Avenue, the feasibility of installing platforms in the vicinity of Spadina Avenue to serve Stadium events only and connected to the Stadium via the Peter Street pedestrian easement should be examined."

Summary

Office development in the Stadium Precinct should progress incrementally in concert with improvements to the transportation system. The Precinct Agreement should implement this policy.

Once the Stadium complex is constructed, there will be no available Metropolitan-owned building sites in the Stadium block. The Part II Plan should be amended to permit the transfer of Metropolitan Toronto's development rights from the Stadium block to Spadina Sub-centre Special Mixed Use Area B.

The comments in this letter and accompanying memorandum are based on the two documents entitled "Railway 'Lands Precinct A By-law Supporting Documentation and Railway Lands Precinct A By-law Environmental Report". We have recently received the draft zoning by-law and are aware that the Precinct Agreement is currently being prepared. We will be commenting on these two documents. We would expect that the Precinct Agreement would address the matters raised in this letter, particularly the need to stage office development in relation to transportation improvements, in order that we may be in a position to recommend to Metropolitan Council that it support the Stadium Precinct zoning by-law.

We would be pleased to meet with you to discuss the matters referred to in this letter, particularly the constraint on office development.

Metropolitan Planning Department Memorandum dated January 21, 1986 to F. Wyers, from A.R. Gordon, on behalf of the Technical Transportation Planning Committee re Railway Lands - Proposed Precinct A By-law

Further to my memorandum of June 25, 1985, (attached) the further transportion analysis requested by us has now been completed. We have reviewed this analysis with the applicant and his consultant and with staff of the TTC, the Roads and Traffic Department and City of Toronto. The Technical Transportation Planning Committee (TTPC) has reviewed this report and concurs in its comments and recommendations.

BACKGROUND

Our June 25 memo noted with some concern that the above proposal for Precinct A includes, in addition to the stadium facility, the development of about 1.8 million square feet (167 000 square metres) of office uses, about 140,000 square feet (13 000 square metres) of retail space and a maximum of 259 residential units. In the formal submission of Precinct A received by our Department, these figures have been slightly modified to 1.6 million square feet (151 000 square metres) of office uses, 262,600 square feet (24 400 square metres) of retail space and a maximum of 258 residential units which we reviewed in the current analysis. A Metropolitan staff assessment of the transportation requirements for a stadium facility was outlined in Report No. 2 of the Metropolitan Executive Committee which was adopted with amendment by the Metropolitan Council at its meeting on January 22, 1985 (copy attached).

Our comments on the overall development of the Railway Lands are documented in the June 6, 1985 report to the Economic Development and Planning and Transportation Committees and our September 6, 1985 memorandum to you on this subject. The most important road improvements determined to be necessary are the extension of Front Street west of Bathurst Street to connect to the Gardiner Expressway and the widening of the Gardiner from that point to the Humber River These improvements together with the extension of Dufferin Street southerly to connect to Lake Shore Boulevard, plus the elimination of the jog in Dufferin Street at Queen Street, were identified as top priority road in improvements in the Central Waterfront Transportation Plan tabled in May, 1983. The Central Waterfront Transportation Study (CWTS) indicated that these road improvements were required to "accommodate the additional traffic generated by downtown and Central Waterfront developments now under construction". Detailed environmental and feasibility studies are now underway for the Front Street extension and will be initiated shortly for the Gardiner Expressway widening.

With respect to transit, the June 6 report indicated that:

> "Prior to the opening of a downtown transit relief line, the Spadina LRT line, or a high quality transit service to Union Station via the Esplanade West, should be committed prior to the construction of any significant office-commercial development in the Railway Lands west of John Street."

With significantly improved transit service, the majority of new workers would travel to and from work by auto, resulting in additional congestion on the road system. particularly the Gardiner and Lake Shore facilities to/from the west which, considering committed new commercial development, will be operating well beyond their rated traffic-carrying capacity in the near future.

PRECINCT A BY-LAW

The Precinct A development will ultimately be served by the comprehensive road and transit system proposed to be provided to serve the entire Railway Lands. However, as the first phase of this overall development, only a relatively minimal transportation system has been proposed by the applicant to serve Precinct A.

The transportation issues specific to the proposed Precinct A By-law are considered in the following sections in four categories: roads, transit, pedestrian flows and parking. Issues related to phasing and implementation are considered for specific facilities in each section.

1. Roads

The road infrastructure proposed for the Precinct A development includes the following elements:

- Peter Street extension from Front Street across the railway corridor and then following an east-west alignment to Spadina Avenue connecting to the existing Spadina Bridge;
- construction of John Street between the Esplanade West and Lake Shore Boulevard and improvement of the John Street/Lake Shore Bouelvard intersection;
- construction of the Esplanade West from John Street to a north-south road which connects to the Peter Street extension described above.

We have examined the traffic impacts projected for the development proposed for Precinct A for two time periods: normal morning and evening weekday peak hours and the hour immediately following the end of a 50,000 level attendance Stadium event. This analysis has indicated that while the traffic volume generated from office development in the Precinct will exacerbate an existing road capacity deficiency in the Gardiner Expressway/Lake Shore Boulevard corridor to/from the west, this traffic can be accommodated on the road system proposed by the applicant with the modifications to the John Street connection to Lake Shore Boulevard described in (c) below. However, the Precinct road requirements are determined by the traffic generated by the Stadium in the peak hour after a 50,000 person event (assuming that Stadium patrons would have access to 75% of the parking provided for the Precinct commercial development). The projected traffic for this critical scenario can be accommodated on the local and immediately adjacent Metropolitan road system with the additions and modifications listed below:

(a) Spadina Avenue: Front Street to Lake Shore Bouelvard

The applicant has proposed that the existing Spadina Bridge be retained for the initial phases of the Precinct A development and that its reconstruction would not begin until 1989, after the Stadium and some part of the commercial development is in place. It is our view that the reconstruction of Spadina Avenue from Front Street to Lake Shore Boulevard should take place before the Stadium opens for a number of reasons primarily relating to transit considerations. These reasons are discussed in Section 2 below.

It is our recommendation that the Spadina Avenue reconstruction take place in four phases as follows:

Phase I Remove the existing Spadina Bridge from the Peter Street extension south and reconstruct the road with a four lane pavement, but graded to accommodate an ultimate pavement consisting of six through lanes plus turning lanes where required and a median LRT.

Phase II Build a new 3 lane bridge on the east side of the existing bridge north of Peter Street to provide three northbound traffic lanes to Front Street.

Phase III Divert all traffic to the new northbound bridge and remove the old bridge and replace it with a second new bridge to carry three southbound traffic lanes, the median LRT and a northbound left turn lane.

Phase IV Widen the Spadina Avenue pavement to six through lanes from Peter Street to Lake Shore Boulevard, connect The Esplanade West to Spadina Avenue and widen the ramp from Spadina Avenue to Lake Shore Boulevard and the Gardiner Expressway to two lanes. This will require removal of the railway High Line unless expensive interim throw-a-way improvements are undertaken.

It should be noted that the Peter Street extension from Front Street across the railway corridor (as proposed by the developer) must be in place before the Phase III traffic diversion is implemented.

With respect to the staging of development, from strictly a roads perspective, it is concluded that Phase I of the above Spadina Avenue reconstruction should be provided to serve the Stadium and a level of commercial development of up to 250,000 square feet. To accommodate the Stadium and commercial development over 250,000 sq.ft., Phase IV improvements should be completed. Conclusions related to transit needs and overall recommendations concerning the timing of the Spadina Avenue reconstruction are outlined in detail in Section 2 below.

(b) Peter Street Extension

The extension of Peter Street proposed by the applicant from Front Street and following an east-west alignment to Spadina Avenue is acceptable. The connection of this new road to the reconstructed Spadina Avenue (and not to the existing bridge as the applicant has proposed) is acceptable subject to the traffic being restricted to right turns in and out only.

(c) John Street Extension to Lake Shore Bouelvard:

This extension and an interim redesign of its intersection with Lake Shore Boulevard have been proposed until the railway High Line has been removed and the Metro Pumping Station relocated. This interim configuration is acceptable if it is modified to consist of two southbound lanes and one northbound lane in which the geometrics have been upgraded to permit full turning movements for trucks, buses and private vehicles.

These design requirements are considered essential to accommodate the traffic volumes expected to use the John Street/Lake Shore Boulevard intersection following a peak stadium event which include heavy automobile and charter bus volumes. The heavy automobile volumes are a result of a substantial amount (75%) of the parking provided in the office component of the Precinct A development being available for stadium events.

It must be noted that the ultimate requirement for John Street for the full Railway Lands development is five lanes, as opposed to the three lanes required for the Stadium Precinct development. In view of the relatively small additional costs involved, and the benefit of minimizing the disruption of traffic due to construction, it is our conclusion that the applicant should provide the full five lanes at this time.

The design of this intersection (both interim and ultimate) should be to a standard satisfactory to the

Commissioner of Roads and Traffic. In addition, the applicant should note that the intersection will be operated on the basis of a four leg intersection (John Street south of Lake Shore Boulevard will be added in the near future) to serve the Harbourfront development.

(d) The Esplanade West:

The applicant has proposed the construction of the Esplanade West from John Street west to a north-south road which connects to the Peter Street extension and further recommends that the extension of The Esplanade West to Spadina not be undertaken until the Spadina Avenue bridge reconstruction occurs. Ultimately the Esplanade/Spadina intersection is proposed to be at-grade with a traffic signal, and this is acceptable on the understanding that the Front Street Extension and Gardiner widening will be implemented.

Based on an analysis of existing and projected traffic flows it is our conclusion that the Esplanade/Spadina connection will not be required until a development level of 250,000 square feet is reached. The proposal that this connection await the Spadina Avenue reconstruction as outlined in Phase IV above is therefore acceptable although it should be noted that the Spadina Avenue bridge reconstruction (discussed in Section 2 below), is recommended to occur earlier than the applicant has proposed. The traffic analysis has also indicated that the proposal that this intersection be at-grade is also acceptable subject to the saitsfactory provision of a number of design details to protect the operation of the Spadina LRT.

We note that the Precinct A plan provides for a right-of-way of 30 metres for The Esplanade West which could accommodate a possible future transit service on its own right-of-way. We note however, that the Precinct A proposal includes a drawing which indicates a typical street cross-section having only 18 feet set aside for possible future transit use. This 18 feet would not be adequate for the provision of transit use on an exclusive right-of-way; the TTC requirement would be approxiately 25 ft. (7.7 m) for a median busway.

To summarize, the additional road requirements to accommodate the Precinct A development are as follows:

Development Level	Additional Road Requirement
Stadium plus commercial development up to	o Spadina Avenue reconstruction from Front Street to Lake Shore

250,000 sq.ft.	Blvd. as described in Phase I above. o John Street intersection improvement at Lake Shore Blvd.
Stadium plus commercial development over 250,000 sq.ft.:(maximum 1,600,000 sq.ft.)	o Further construction of Spadina Avenue as per Phase IV above.

2. Transit

As noted previously, the June 6, 1985 staff report indicates as follows:

> "Prior to the opening of a downtown transit relief line, the Spadina LRT line, or a high quality transit service to Union Station via the Esplanade West, should be committed prior to the construction of any significant office-commercial development in the Railway Lands west of John Street."

For "any significant" office-commercial development in Precinct A, the provision of the Spadina LRT is considered essential. Implementation of an Esplanade transit service is precluded in the absence of The Esplanade West east of John Street, and in any event, the benefits of the Spadina LRT to the Stadium would be far greater in terms of reorienting pedestrian trips away from the highly congested routes between the Stadium and Union Station and reorienting transit trips away from Union and St. Andrews subway stations. In fact, for these reasons, it would be extremely desirable for the Spadina LRT to be complete when the Stadium commences operations. However, given the current schedule to open the Stadium in the Fall of 1988, it virtually would be impossible to have the Spadina LRT in operation by this time. Nevertheless, every effort should be made to open the line as quickly thereafter as possible.

An interim alternative to the Spadina LRT, the applicant has proposed that two surface bus routes be extended to Precinct A as follows:

(i) an extention of the Spadina bus service from the existing loop at Clarence Square around a larger loop via Wellington, Peter and Spadina; and

(ii) an extension of the existing Church bus service along Front Street.

With respect to the Spadina bus extension from Clarence Square, TTC staff have advised that this route extension is not acceptable because it would constitute a new branch to the existing service requiring extra vehicles and also because this service would be difficult to remove (as intended) once the Spadina LRT and the Harbourfront LRT are in operation. With respect to the Church bus extension along Front Street, TTC, staff have advised that effective January 6, 1986 the route has been extended further west along Front Street to Strachan Avenue via Bathurst Street, Lake Shore Boulevard, Strachan Avenue and Fleet Street. The frequency of service on this route will be improved as demand warrants.

It is our view that the above proposals to extend existing bus routes cannot provide a sufficient level of transit service for the proposed Precinct A office development and that a higher level of transit service must be provided. This is particularly important because of the increased reliance on transit that will be necessary until the Front Street extension and Gardiner Expressway widening can be provided.

As noted, the Gardiner Expressway/Lake Shore Boulevard corridor to the west is virtually at its traffic-carrying capacity now and the substantial downtown development already committed (e.g. Scotia Plaza, Waterpark Place, the Royal Bank Computer Centre and One University Avenue) will further add to the corridor congestion. For this reason any additional development, including that proposed for Precinct A, must be increasingly reliant on the transit system. It is our view that the Spadina LRT will be required to provide the necessary higher level of transit service. Without the Spadina LRT the transit modal split for the Precinct A development is expected to rise to be in the order of 40%; with the LRT, transit usage is expected to rise to approximately 60%. Based on the need to minimize congestion expected in the Lake Shore/Gardiner West Corridor, the Spadina LRT service should be in place prior to any office development in Precinct A. Had the office development component been proposed separately from the Stadium, the TTPC position would have been that all approvals be in place prior to any office space being constructed. However, since the request for office space approval is tied to the required approval for the Stadium, in the interest of expediting the Stadium construction Metro/TTC staff are prepared to accept up to 250,000 square feet of office space (including stadium related) being provided prior to any commitments being in place to implement the Spadina LRT line. To construct any office space beyond the 250,000 square foot level, the Spadina LRT line must be approved by Metropolitan Council.

The detailed traffic analysis conducted by Metro staff for the Precinct A development has identified the 250,000 sq.ft. level of development as being the upper limit that can be accommodated before the widening and reconstruction of Spadina Avenue from Peter Street to Lake Shore Boulevard as outlined in Phases I and IV above. It is our view, however, that the entire reconstruction of Spadina Avenue from Front Street to Lake Shore Boulevard, including the complete reconstruction of the bridge, should take place before the Stadium opens for the following reasons:

1. this will permit early implementation of the Spadina LRT (the TTC have advised that LRT service cannot be provided across the existing bridge because of load restrictions).

2. the major disruption (due to a significantly extended construction period) to both TTC service and vehicular traffic following the opening of the Stadium would be unacceptable; and

3. assuming the implementation of the Spadina LRT line, the cost of providing a lead-in track on a temporary basis from Bathurst Street for the Harbourfront LRT service would be wasted; (the Harbourfront line is scheduled to open in September 1988, the same time as the Stadium opening).

It is noted that the LRT is proposed for the centre of the Spadina Avenue bridge, reconstructed and widened as described above, and that the Stadium would be served by a stop situated roughly between The Esplanade West and Peter Street consisting of parallel platforms in the middle of Spadina Avenue. The Precinct A plan provides for an easement which is to be used as a direct pedestrian connection along the north side of the Peter Street extension from the Stadium to the LRT. The Spadina bridge design should therefore include such a direct connection to the Spadina LRT platforms at Peter Street and also in the vicinity of The Esplanade West to obviate the need for at-grade pedestrian crossings of Spadina Avenue. Pedestrian access to the platform mezzanines would be provided for by development agreements through concourses in the adjacent developments on either side of Spadina Avenue. It must be stressed that there are a number of other road and transit design issues respecting Spadina Avenue and the LRT that still require resolution; these include the profile and grade of the road, the length and location of the LRT platforms, and the provision of left-turn lanes as required. Accordingly the final design of Spadina Avenue between Front Street and Lake Shore Boulevard must be approved by both the Commissioner of Roads and Traffic and the Chief General Manager of the Toronto Transit Commission.

The applicant's consultant has proposed the provision of a GO Transit Station at Spadina Avenue. Although it does not appear feasible to provide a regular GO station at Spadina, the possibility of providing special platforms for use during Stadium events should be examined. Such platforms although not considered essential for the stadium opening day, would divert Lakeshore GO Train riders from Union Station thereby alleviating the heavy pedestrian demands on the routes leading to it. The Province should therefore examine the feasibility of installing platforms in the vicinity of Spadina Avenue and connected to the Stadium via the Peter Street pedestrian easement.

3. Pedestrians

The requirement for special facilities to accommodate high volumes of pedestrians is related to the stadium facility as opposed to the office-commercial component of the Precinct A By-law. The pedestrian links proposed by the applicant for the Precinct A plan include a new pedestrian bridge on the John Street alignment across the railway corridor as a major exit from the stadium, the Peter Street bridge across the railway lands to Front Street (this would be closed to vehicular traffic after stadium events), and John Street south to Lake Shore Boulevard. In addition the applicant proposes a possible additional pedestrian connection to Union Station using an existing walkway on the south side of the Convention Centre extended through the CN Express building.

A detailed analysis of the pedestrian flows generated by a stadium crowd of 50,000 has been conducted by Metro staff including an assessment of the impacts of certain transportation facilities on these pedestrian volumes. This analysis reviewed the proposed plan and concluded that the following pedestrian facilities should be in place for the opening day of the stadium:

(a) The John Street bridge to Front Street and the Peter Street bridge are both acceptable as proposed.

(b) The John Street route to Lake Shore Boulevard and Harbourfront is acceptable on condition that a pedestrian bridge be provided across Lake Shore Boulevard.

(c) An additional east-west route for pedestrians along the Rail Corridor to Union Station:

The existing 5.5 metre pedestrian walkway on the south side of the Convention Centre is an emergency exit for that building. It is our understanding that the use of this Convention Centre route by stadium patrons has now been rejected due to fire regulations. City staff have therefore recommended an alternative pedestrian route along the south side of the rail corridor to connect to a pedestrian bridge across the rail corridor in the vicinity of Simcoe Street. This walkway would then connect to the CN Express Building (from which point direct access to the GO train platforms might be provided), cross York Street either above or below grade (various options are being considered) and enter Union Station. This route is considered essential because the sidewalk on the south side of Front Street (even assuming the use of the Convention Centre route) is too narrow to accommodate the heavy pedestrian volumes destined primarily to Union Station. This route should be as wide as possible. It is essential that adequate provision be made for at least one grade-separated crossing of York Street, to avoid high volume at-grade pedestrian crossings of this important Metropolitan road, which provides access to the downtown from the Lake Shore Boulevard/Gardiner Expressway corridor.

(d) A pedestrian bridge across Front Street at either John Street or Peter Street:

The bridge is considered important to accommodate the high pedestrian volumes expected to cross Front Street destined to parking lots to the north and to the St. Andrew subway station. These flows cannot be accommodated satisfactorily at-grade at the signalized intersections without significantly interfering with the flow of vehicles on Front Street. The alternative would be to close Front Street in the vicinity of the stadium; this option is considered undesirable because it would interfere with traffic flows serving the Convention Centre and the other major developments in the area. In particular it is noted that the Convention Centre is expected to be heavily used seven days a week and its truck service access and its only vehicular egress are both through the John/Front intersection. A second important function of a pedestrian bridge across Front Street would be to separate or reduce the conflicting heavy eastbound pedestrian movements (destined primarily to Union Station from the Peter Street bridge) along the south side of Front Street from the northbound pedestrians crossing Front Street destined to St. Andrew subway station and various parking lots. If Front Street were closed to traffic, as described above, this conflict might be alleviated somewhat but the heavy pedestrian conflicts would still justify the provision of a pedestrian grade-separation.

As mentioned previously, provision of a GO train Station at Spadina Avenue would divert Lakeshore GO Transit riders from Union Station. While this would alleviate the heavy pedestrian demands on routes to Union Station, there would still be a need for the provision of the above pedestrian facilities.

4. Parking

The automobile and bus parking requirements described below are related to the stadium facility as opposed to the office-commercial development. It is assumed that development related parking will be provided consistent with the appropriate parking and loading standards.

(a) We support the position taken by the City of Toronto requiring that at-grade parking immediately adjacent to the Stadium be limited to 300 - 500 spaces for VIP's, employees, and handicapped patrons only. From the outset, this would eliminate confusion regarding the availability of public parking adjacent to the stadium and encourage the use of public transit which in turn, should reduce traffic congestion in the Precinct and facilitate charter bus movements. As commercial development within the Precinct proceeds, it is expected that a significant portion of the parking provided within the buildings will also be used for stadium events. This should be explained as part of a comprehensive public information program which emphasizes the advantages of travelling to the Stadium by public transit and presents information on available parking locations.

(b) Bus Parking

The consultant for the applicant does not specify the number of bus spaces to be provided and has suggested that in the long term, bus parking could be in the office buildings or on-street along The Esplanade West; neither of these suggestions appear to be practical. Alternatively, the City of Toronto staff have proposed that a minimum of 125 spaces should be provided for charter buses and that these be in an underground structure adjacent to the south-west corner of the Stadium. We concur with the recommendation of City staff that the bus parking be located as close to the Stadium as possible. As noted above, the principal egress route for these buses would be via John Street to Lake Shore Boulevard eastbound and westbound. When The Esplanade West is connected to Spadina Avenue, a second exit for the Precinct to the Gardiner/Lakeshore corridor will be achieved, and it would be appropriate at that time to implement priority measures for charter bus access and egress.

(c) Emergency Vehicles

The Precinct A plan should also make provision for the parking of fire, ambulance and police vehicles in the Stadium area.

5. Summary

The Central Waterfront Transportation Study has identified, as a high priority, the need for the Front Street extension and the widening of the Gardiner Expressway in order that automobile access to the entire Central Area of the City of Toronto (including the Railway Lands) from the west can be maintained at an acceptable level of service. As an important step towards implementation, environmental and feasibility studies for these improvements have been authorized by Metropolitan Council and are presently being initiated. The CWTS also identified the need for the Spadina LRT line as an extension of the now approved Harbourfront LRT line to, among other things, serve the proposed concentration of office space centred on Spadina Avenue within the Railway Lands. Metropolitan and TTC staff are currently finalizing a revised design concept for LRT service on Spadina Avenue which should be considered by Council this Spring. The transportation requirements of Precinct A have been assessed within this broader context.

The City of Toronto should be advised that the Precinct A proposal which includes the development of a stadium facility, about 149 000 square metres of office-commercial uses, about 24 400 square metres of retail space and a maximum of 258 residential units is acceptable subject to the following conditions:

(a) Before the Stadium is opened:

(i) To avoid subsequent construction disruption, to accommodate internal road connections from Precinct A and to ensure that the Spadina LRT line can be implemented as soon as possible following the Stadium opening, the entire reconstruction and widening of Spadina Avenue from Front Street to Lake Shore Boulevard (including the complete reconstruction of the bridge, and the necessary LRT infrastructure) be completed. This reconstruction should be designed to the satisfaction of the Metropolitan Commissioner of Roads and Traffic and the Chief General Manager of the TTC and should include direct pedestrian access to the Spadina LRT in the vicinity of The Esplanade and Peter through underground mezzanines.

(ii) Improvement of the John Street intersection at Lake Shore Boulevard to at least provide two southbound lanes and one northbound lane designed to the satisfaction of the Metropolitan Commissioner of Roads and Traffic. It is suggested in view of the relatively small additional costs involved, that the developer provide (at this initial stage) the five lane cross-section of John Street which will ultimately be required by the Railway Lands development.

(iii) A pedestrian bridge be provided across Lake Shore Boulevard at John Street designed to the satisfaction of the Metropolitan Commissioner of Roads and Traffic.

(iv) A weather-protected east-west pedestrian route, as wide as possible, should be provided from the Stadium to Union Station; the alignment and width of this route should be to the satisfaction of the Metropolitan Commissioner of Planning and the Chief General Manager of the TTC. The portion of the pedestrian route across

York Street should be grade-separated and designed to the satisfaction of the Metropolitan Commissioner of Roads and Traffic.

(v) A minimum of 125 spaces in an area immediately adjacent to the stadium should be provided for parking and marshalling of TTC and other charter buses, and a plan for bus priority access to the principal road network be established to the satisfaction of the Chief General Manager, TTC and the Metropolitan Commissioner of Roads and Traffic.

(vi) A public information program which emphasizes the advantages of travelling to the Stadium by public transit and presents information on available parking locations should be developed by the applicant in consultation with Metropolitan and TTC staff, at his expense.

(vii) Adequate provision be made for the parking of all emergency vehicles in the stadium area.

(b) Regarding the staging of office development:

(i) office space within the Stadium and any other office space up to a limit of 250,000 square feet can be provided prior to any approvals being in place for the Spadina LRT line; and

(ii) construction of office space beyond the 250,000 square foot level will require project approval of the Spadina LRT line by Metropolitan Council.

Notwithstanding the above conditions, the Technical Transportation Planning Committee firmly believes that the Spadina LRT line should be implemented as soon as possible. If Metropolitan Council approval can be secured in the next few months, the service could be open to serve the majority of baseball games for the Blue Jays first season in the new Stadium.

In addition the TTPC strongly recommends that the City make provision for a grade-separated pedestrian facility across Front Street at either John Street or Peter Street prior to the opening of the Stadium. This facility, in our opinion, is required to ensure an adequate level of service for pedestrians from the stadium and for vehicular traffic exiting the Convention Centre and using Front Street.

Although it is not feasible to provide a regular GO station at Spadina Avenue, the feasibility of installing platforms in the vicinity of Spadina Avenue to serve Stadium events only and connected to the Stadium via the Peter Street pedestrian easement should be examined.

2. Letters from Metropolitan Separate School Board dated to Mr. Stephen G. McLaughlin, Commissioner, Planning and Development Department

(a) October 4, 1985

Re: Railway Lands Precinct 'A' Bylaw Environmental Report Supporting Documentation. Covering letter dated September 16, 1985.

The Metropolitan Separate School Board received for comment in May 1985 the report "Railway Lands Precinct "A" Bylaw Supporting Documentation". At its meeting of 20 June 1985, the Board approved the following resolution:

> "That the City of Toronto be requested to ensure that traffic and environmental studies regarding Precinct "A" reflect the health and safety needs of students in this area."

After reviewing the above documents, there is one potential area of concern. In view of the school site(s) to be designated in the Bathurst-Spadina Neighbourhood, there is concern with respect to stadium traffic and vehicular parking spilling over into the residential area west of Spadina Avenue thereby creating a safety hazard for the school children and local residents.

What measures will be undertaken to prevent stadium traffic from overflowing onto residential streets and possibly passing directly in front of any future school sites?

Your consideration of this matter is greatly appreciated.

Signed P.P. Kole, Coordinator of Planning

(b) February 10, 1986

The Metropolitan Separate School Board received for comment in May 1985 the report Railway Lands Precinct "A" Bylaw Supporting Documentation. At its meeting of 20 June 1985, the Board approved the following resolution:

> "That the City of Toronto be requested to ensure that traffic and environmental studies regarding Precinct "A" reflect the health and safety needs of students in this area."

The Board further received for comment under covering letter dated September 16, 1985, Railway Lands Precinct "A" Bylaw - Environmental Report - Supporting Documentation. It was conveyed to the City that one potential area of concern was in regard to stadium traffic and vehicular parking spilling over into the residential area west of Spadina thereby creating a safety hazard for the school children and local residents.

This will acknowledge receipt of the Railway Lands Part II: final Report on Rezoning Application for Precinct "A" (The Stadium Precinct) and advise that an official reply from the Metropolitan Separate School Board will not be available until after the regularly scheduled meeting to be held on March 20, 1986.

Please contact the undersigned if you should have any questions in the interim.

Signed: P.P. Kole, Coordinator of Planning

3. Letters from the Board of Education for the City of Toronto to Mr. Stephen G. McLaughlin.

(a) October 21, 1985

Comments of the Board have been requested in connection with the Stadium Precinct Plan of the Railway Lands.

It is becoming clear that the total number of children resulting from the Harbourfront Development, including BATHURST-, SPADINA-, MAPLE LEAF-, JOHN- AND YORK QUAYS, will generate only about half of the number of elementary school age students required as a minimum for the desirable operation of a school.

Under these circumstances we understand from discussions with staff of the Metro School Board, that it would be difficult to recommend the provision of a school.

On the other hand, the development of the Railway Lands to the north of the Gardiner Expressway, just might generate the additional pupils necessary to justify an adequate-sized school.

It is becoming more and more clear therefore, that it is necessary to plan for the provision of safe NORTH-SOUTH student access between the Harbourfront and the Railway Lands and the City towards the north, if a school is to be located in one of the two developments.

The impact of these essential pedestrian and bicycle NORTH-SOUTH cross connections goes far beyond the necessity of access to a local school and penetrates deeply into the needs of the social fabric. It is necessary to enable student "Frank" living in the Railway Lands to communicate outside of his school hours easily by walking or on bicycle to and from the home of his friend, "Johnny", of the same class living on the Harbourfront, if a social link is to grow up between them.

A main concern of the Board is to facilitate the safe student movement across the Gardiner-Lakeshore corridor between the Railway Lands and the Harbourfront in the crucial stretch between John Street and the first street west of Spadina Avenue.

With respect to the proposed plan of precinct "A", we have discussed these matters with Mr. Ken Greenberg of your staff and we wish to comment as follows:

(1) It should be possible to negotiate by wheelchair and bicycle the north-south cross connections east and west of the proposed Stadium.

(2) The north-south roads linking Harbourfront and Railway Lands should be designed for 66 feet rights of way with wide pedestrian amenities such as esplanades and covered shopping arcades.

(3) The first street west of Spadina should be extended as a pedestrian facility all the way to Front Street.

(4) Board staff recommend that Peter Street and the first street west of Spadina be regarded as major north-south pedestrian corridors. These would lead to pedestrian bridges across the Lakeshore Bouelvard.

Mr. Greenberg and Board staff agreed that the formation of the Gardiner Expressway Task Force opens up a potential for redesign of portions of the Gardiner-Lakeshore corridor to permit pedestrian access across the said corridor.

Considering the schedules of the Board of Education, the earliest date at which comments of the Board of Education could be submitted about these issues, would be after the November 14th Board meeting. In the meantime, therefore, these notes have to be regarded as staff comments, which might be endorsed, or rejected, or modified by a Board decision before an official position is decided upon by the Board of Education for the City of Toronto.

Signed: Ronald W. Halford, Associate Director of Education - Operations

(b) Received November 20, 1985

This letter is written in response to your request for the Board's comments on the Precinct Plan, the Environmental Report, the Concept Plan and the draft Reference Plan of Survey for Precinct Plan"A".

The Board of Education decided, at its meeting on November 14, 1985, as follows:

(a) That the City of Toronto Planning and Development Department be advised that, insofar as the adequacy of school accommodation is concerned, the Board has no objection to the approval of the proposed plan; however, the Board has concerns about the need for more effective north-south pedestrian routes traversing the Railway Lands from north of Front Street and crossing the Gardiner/Lakeshore corridor to the Harbourfront and the Board therefore suggests:

(i) That major pedestrian routes be developed on the east and west sides of the Dome Stadium, extending from Front Street through to extensions of John and Peter Streets south of the Esplanade. That these routes be designed to facilitate their use by wheelchair and bicycle traffic.

(ii) That the street system of Precinct "A" be developed to facilitate north-south pedestrian movement through the Railway Lands and traversing the Gardiner/Lakeshore corridor. Such routes can be located at Peter and John Streets plus the streets east and west of Peter Street. The rights-of-way and layout of these streets should correspond to the 66-foot street cross-sections proposed in the above report.

(iii) That in the By-law the right-of-way boundaries of the three north-south cross-connections west of John Street, be extended like John Street and as indicated on site plans Appendices "B", "C" and "D" respectively, all the way to the southern boundary of the Railway Lands, unlike what is shown on "Revised Draft Reference Plan of Survey", Drawing Number 30-85-063-3, and rubber stamped "City of Toronto Planning and Development Department, September 20, 1985.", to indicate to engineers and others of the future generations, that a basis of three north-south cross-connections is intended to be indicated here, not an east-west link along the Lakeshore-Gardiner corridor.

(iv) As proposed in the submission to the Land Use Committee of the City of Toronto by the Board on August 14, 1985, two key pedestrian corridors occur on Peter Street and on the first north-south street west of Spadina Avenue. The Board would suggest that these can be considered for ultimate extension across the Gardiner/Lakeshore corridor by means of pedestrian bridges below the Gardiner Expressway deck. It should be noted that the first street west of Spadina Avenue should be extended north to Front Street to permit through movement above this corridor.

(v) The Board would concur with the intention of preserving the High Line as open space, and would suggest that the above pedestrian routes traverse the High Line which can serve as a northern anchor for the pedestrian bridges.

(vi) The Board is very strongly in support of the concept of a Task Force to investigate the future status of the Gardiner Expressway. An important undertaking

> of this Task Force should investigate means of redesigning the access ramps to the Gardiner Expressway between Simcoe and Bathurst Streets in order to facilitate north-south pedestrian movement between the Railway Lands and Harbourfront.

(b) The Board, therefore, fully endorses the letter of October 21, 1985 forwarded to City Hall over the signature of the Associate Director of Education - Operations.

(c) That the Toronto Board of Education endorse the statement of purpose of STOP as a restatement of the Board's own position on appropriate development and on the application of the Official Plan to the Railway Lands in particular.

(d) That the Board staff (with the assistance of legal counsel as required) be authorized to work with the Coalition to Save Toronto's Official Plan (and their counsel) to further the points of view expressed particularly on pages 16-26 and in general on the Railway Lands.

(e) That the Board urge City Council to revise the Railway Lands, Part 2 Plan, to make it consistent with the 1978 version of the City's Official Plan.

Signed: E.N. McKeown, Director of Education

4. Letter from R. Peddie, Cityhome dated January 14, 1986 to Mr. Stephen G. McLaughlin, Commissioner.

Further to your meeting with Richard Peddie and Ross Winter, here are my comments on the December 20, 1985, draft of the Stadium Precinct Agreement.

I also received a January 6, 1986, letter from Dan Burns asking for comments on the revised schedules to the Precinct A Agreement. I note that the prints you left with us following our meeting included a survey labelled Schedule 9 which defined blocks between Bathurst and Portland Streets only. Schedule 9 included in the December 20, 1985 draft Precinct Agreement, however, laid out all of the parcels in the area between Portland Street and Spadina Avenue. The definition of these parcels is to be the subject of our joint planning effort. I am not prepared to accept the parcel definitions east of Portland Street as shown in Schedule 9.

Article VIII - City Housing Lands

8.01(1) The last sentence, "All conveyances of such land shall expressly restrict the use of such land for housing purposes", was something M. McQuaid specifically stated should not be included. The land is zoned primarily for housing. Any change will require a rezoning to which CN can object. It is unreasonable to have this restriction in force in perpetuity.

8.01(2) We had requested this reference to the arbitration clause.

8.01(3) No conveyance is preferable. If, however, the lands are conveyed to the City and held by the City at no cost to Cityhome until such time as Cityhome is ready to develop them, this would be acceptable.

8.02 The conveyance of the first phase housing lands is now made dependent upon the removal of the highline. This is a major departure from the earlier draft wherein conveyance was to occur, "immediately upon coming into force of the Stadium Precinct by-law". The present proposal, as drafted, is unacceptable. There is no leverage to force the removal of the highline. The housing lands could be frozen for years. If this clause remains, at very least the approval of CN's precinct plans subsequent to the stadium precinct should be made conditional upon the removal of the highline.

It should be a condition of the initial conveyance that the Bathurst Street bridge is modified to remove the upstand beam along the east limit of the roadbed if it inhibits access to Part 4.

Clause 8.06(3) indicates that CN will raise the roads to their final grades. How this will be accomplished for The Esplanade which abuts Loblaw's lands is not clear. The resulting embankment will encroach on the Loblaw property.

This problem may prevent access along the south boundary of Part 4. If access is to be available to Part 3, tying it into the rest of the City, a date should be set for the construction of the Portland Street bridge as a condition of the initial conveyance.

8.03 "Permitted Encumbrances" are defined in Section 6.10, Parks Conveyance. The qualifications there regarding such encumbrances not materially affecting the use of the lands should also apply to its use for housing purposes.

Clause 6.10 addresses the Housing Lands and makes the City responsible for relocating existing srvices. I do not know what these existing services are, or what their impact on housing development may be. Does Public Works agree to assume costs of relocation? I cannot reasonably do so with no knowledge of their magnitude.

The ability to draw future phases of housing lands upon commencement of actual construction on lands already conveyed is an improvement over previous drafts.

8.04 This appears satisfactory and as we requested.

8.05 It would be useful to have a plan prepared showing the new precinct as proposed in the December 6, 1985 meeting at Weir & Foulds.

In the second line, after Precinct Plan, add "for submission to Council".

Cost Sharing - this may be preferable on a density basis if CN ultimately gets all the non-residential over and above 200,000 square feet. Could also proceed on the basis of land areas, but I don't know their total in relation to the City's proposed sites.

As mentioned previously, the approval of the Bathurst/Spadina housing precinct plans should be a prerequisite of approval of CN precincts subsequent to the Stadium. This would ensure that CN deals seriously and expeditiously with the housing precincts which are, no doubt, not their major concern.

8.06 · Costs of Infrastructure

Is the use of the word "streets" in line 5 sufficient to indicate that Cityhome, as developer, is not responsible for the cost of Item 4 on Schedule 13A, and of the Portland Street Bridge? Is this last item part of point 3 in the Schedule? The "streets" for which Cityhome, as developer, is responsible does not include Item 9 of Schedule 13A, The Esplanade. Are these qualifications adequately covered by Item 6.1(b) of the Memorandum of Conditions? If not, they should be addressed in this agreement.

3) It may be worth adding in line 4, after Housing Lands, "by the placement of engineered fill", as this is intended to be the final roadbed, not just a pile of earth to a specific level.

I absolutely do not agree to building the retaining walls south of the rail corridor between Portland and Bathurst. This is required in order for CN to convey developable land to the City for housing purposes.

8.07 This issue must be resolved between the parties present at the Council meeting where negotiations took place, and discrepancies between the adopted plan and the various understandings of intent documented and rectified.

Should you wish to discuss the points I have raised, I would be happy to meet with you at any time.

Signed: Richard Peddie, for General Manager

5. Letters from TTR to Stephen G. McLaughlin, Commissioner.

(a) November 25, 1985

Toronto Terminals Railway was one of the agencies to which the CN Real Estate submission on the Development of Precinct 'A' was circulated. Included in the precinct plan was a proposal for a wider pedestrian bridge at John Street and a new road crossing on the Peter Street alignment above the rail corridor.

This is to advise that these crossings are acceptable provided that support columns to facilitate these structures are not within the railway corridor and minimum vertical clearances of 23.5 feet from top of rail are maintained. Vertical clearance in excess of minimum may be required at either location dependent upon the impact that the design would have upon TTR operational and environmental considerations. Accordingly, I stress the importance of having the developer consult with TTR during the preliminary design stage so that the important relative factors will be addressed.

Signed: G.H. Geddis, Superintendent

(b) December 30, 1985

You wrote to me in September requesting comments relative to the IBI Group's Precinct 'A' Submission and its Environmental Report which your department is currently reviewing.

Following are the Toronto Terminals Railway's comments concerning the Submission.

1. Page 9 - Stadium Pedestrian Access - CN Express building, and Page 14 make similar reference to Plan S3C indicating that the CN Express building can be utilized for pedestrian circulation and linkage to GO Platforms and Union Station. Methodology of the connection with Union Station and for the GO Platforms has to be negotiated in light of TTR's concerns regarding pedestrian control problems, safety of people and security. Consideration must be given to segregating public pedestrian traffic from office employee traffic.

2. Page 13 - reference to sanitary sewage gathered in the Precinct and being pumped to the Front Street main sewer. The location of the line across TTR property, specifications, and the method of installing same will have to be negotiated with TTR. These installations must

be covered by Agreement and would be subject to rental charges for occupancy of TTR property.

3. Page 15 - Reference to possible GO Transit stop west of Spadina in the Bathurst North GO yard. Adequate enclosures for access routes and platform facilities will have to be provided to ensure TTR concerns regarding safety of passengers and security are satisfied. Also, previous studies by other agencies have been made which outline the possibility of a DRT line along Front Street as well as improvements, reconstruction and extension of Front Street westerly which would overcross the rail corridor west of Bathurst Street.

   These proposals must be considered in light of their affect upon the GO Transit stop proposal. TTR will respond to specific proposals when they are made.

4. Reference is made throughout the submission to overbridges at John Street, Peter Street and other various locations. Toronto Terminals Railway will not permit columns to facilitate these structures within the railway corridor. TTR may also have a problem with respect to the visibility of signals, construction and maintenance requirements, snow control and removal if too many structures are built. The proposal overcrossings should be superimposed upon a TTR corridor track and signal plan in order to evaluate their impact upon the safety of our operations and our future rail plant operational requirements.

5. With respect to pedestrian bridges and road bridges, TTR require that there will be a suitable horizontal covering applied to prevent objects being thrown onto the tracks. Any illumination devices/fixtures on these structures must not adversely affect visibility in the rail corridor.

6. The environmental report should not be limited to just Precinct 'A' but rather should study the overall effect of planned development on the rail corridor. TTR is concerned about the impact that proposed structures over and/or adjacent to the railway corridor will have upon snow control and therefore, our ability to operate efficiently. Suggest that the Developer should be responsible for incorporating this type of environmental evaluation in its design and development process. Snow studies should include snow and ice accumulations on the dome, especially if and where the dome overhangs the rail corridor.

> The shadowing studies excluded the overhead bridges. With the dome structure and the existing and proposed overhead bridges, crossing the rail corridor, a strobing effect may be created (with regards to visibility) in moving from light to dark sections, etc. These concerns should be addressed.
>
> Architectural design should be addressed. Glare from the dome structure, lighting arrangements, etc. may affect visibility in the rail corridor.
>
> Any proposed high voltage electrical systems under/over crossing or in the proximity of the rail corridor should be addressed, in that the railway signal and communications systems may be affected.

Minimum clearance requirements for overhead bridges must be firmly established. It is the TTR's position that vertical clerance of 23.5 feet from the top of rail and side clearance of 11.0 feet from centre line of track plus allowance for curvature and superelevation is acceptable provided that the visibility of signals is not compromised or obscured. If signals were to be compromised or obscured, the developer would be responsible for the cost of any changes/relocation that would be considered necessary by the TTR to overcome the problem.

Clearance criteria for any other forms of over building (e.g. Domed Stadium) will have to be addressed as separate and individual issues.

As more detailed plans are developed, I would appreciate being informed so that the TTR is afforded the opportunity to make further comment regarding their acceptability in light of our ability to continue to operate in an efficient manner.

Signed: G.H. Geddis, Superintendent

6. Letters and Memorandum received from Mr. R.M. Bremner, Commissioner of Public Works.

(a) October 18, 1985

Comments:

The Precinct 'A' Submission by the IBI Group on behalf of CN Real Estate is for the construction of a Dome Stadium, some 150 000 square metres of non-residential space and about 260 residential units.

As you know, members of my Department have been involved, on an ongoing basis, in the review of the proposed transportation and municipal services (streets, storm and sanitary sewers and water supply) and have collaborated with your staff in the development of proposed cost sharing formulas, phasing and the Memorandum of Conditions. I am forwarding the following comments as an update and confirmation to these aforementioned discussions. In this regard, I would also refer you to my recent letters of July 29, 31 and August 7, 1985, concerning the Memorandum of Conditions which, with the events of the last few months, have become the focus of my comments and which establish the context for the comments that follow.

My comments on the Precinct 'A' Submission will be discussed under the general headings of Engineering Services, Environmental Report and Transportation.

1. Engineering Services

I would note that detailed comments pertaining to the proposed system of storm sewers, sanitary sewers and watermains were forwarded to Mr. C. Beach of the IBI Group under date of May 8, 1985, in response to their submission of a preliminary draft of the required Engineering Services Report.

All design drawings and calculations for services to be assumed by the City must be in accordance with the appropriate City of Toronto specifications, in metric, certified by a Qualified Municipal Consulting Engineer and approved by me. The sewers and watermains on private property servicing more than one building must also be designed by a Qualified Municipal Consulting Engineer and obtain the required Ministry of the Environment approval. In addition, the location of services within the road allowance shall be in accordance with the suggested location plan of the City of Toronto Public Utilities Co-ordinating Committee.

(a) Storm Sewer System

The existing storm sewer system east of Spadina Avenue is not adequate to accommodate storm runoff from the proposed development and a new storm sewer outlet into the Harbour is required. Storm runoff, west of Spadina Avenue, can be accommodated by the existing trunk outlet storm sewer system. The attached Figure 1 - General Scheme Storm Drainage for Proposed Development on Railway Lands (October 1985), indicates the manner in which storm runoff from the development of the Railway Lands will be accommodated. This drainage scheme is the only practicable way to approach the storm drainage requirements of the Railway Lands taking into consideration the constraints that exist in regard to securing access to the Harbour for the construction of new storm trunk sewer outlets.

As in previous submissions, the IBI Group proposes that existing sewer facilities should be used to provide interim services and connections required to facilitate the development of early precincts. I confirm again that the existing storm sewers are not capable of accepting any flow from the redeveloped Railway Lands and that new storm sewer facilities must be constructed and be in operation before any new buildings can be occupied. All references, therefore, to interim solutions or connection schemes must be deleted from the report.

I note that the design and construction of the John/Rees Street storm sewer outlet has been included in the proposed servicing plan and is scheduled for design beginning November 1985, tendering in April 1986 and completion by March 1988. I would recommend that the design of this outlet be undertaken by a Qualified Municipal Consulting Engineer with pertinent experience in tunnel construction in rock. The selection of this consultant to be subject to my approval.

There will also be a requirement to pump storm drainage from areas depressed in relation to the road (e.g. the Stadium field or some parts of the railway corridor).

I have received detailed design calculations from the IBI Group under separate cover and shall discuss these details directly with same as my analysis and review continues.

(b) Sanitary Sewer System

The sanitary sewer system and especially the sanitary sewage pumping stations at Strachan Avenue and Scott Street are not adequate to serve the development (except for a portion of the development west of Portland Street). Consequently, the new pumping station, forcemain and sanitary sewer collectors must be constructed and be in operation before the Dome Stadium or any new buildings can be occupied.

A previous submission showed the lands west of Portland Street, north of The Esplanade West as parkland. The parkland has now been moved east of Portland Street and the area west of Portland Street is to be developed as medium density, mixed commercial residential. This would increase flow to the sanitary sewer on Bathurst Street and the Strachan Avenue Pumping Station. Furthermore Exhibit 7.2 shows certain lands east of Portland Street to be drained westerly towards Bathurst Street. This increase of sanitary flow to the Strachan Avenue Pumping Station can not be accommodated. I will be discussing an appropriate reduction of the drainage area with the IBI Group. These discussions will also include further clarification required regarding drainage design details and the detailed design calculations which I received under separate cover.

The proposed location for the sewage pumping station south of the Stadium is acceptable however I would advise that unless the proposed pumping station is sized appropriately to allow for the servicing of the lands to the east, a separate pumping station will be required east of John Street.

As per the discussion on the storm sewer system, all sanitary drainage from subsurface areas (e.g. basement and low lying areas within the Dome Stadium site) must be pumped.

(c) Watermains Systems

I will be requesting that Metro provide for a new direct connection to the new John Street Pumping Station thus eliminating the need for the proposed connections across the rail corridor to the existing system on Front Street.

The sizing of this system will be subject to further detailed review and must be confirmed by hydraulic calculations (preferably computerized). I will be discussing these design details directly with the IBI Group.

(d) Site Grading and Overland Drainage

The construction of most of the proposed road system on embankments is acceptable to me, subject to providing positive drainage from properties to be developed to at least one of the abutting streets. As stated in (a) and (b), above, drainage from any area depressed relative to the roadway must be pumped.

I note however, that the 'U' loop, south of The Esplanade and west of John Street indicates a surface elevation of +76.50 m. Considering that maximum lake level is at 75.60 m, adequate drainage cannot be achieved unless surface elevations are raised or the storm drainage system is revised.

In general, road grades can only be approved after detailed hydraulic calculations of the proposed storm sewer system within the site have been submitted, reviewed and approved by me.

2. Environmental Report

(a) Noise and Vibration

I am satisfied with Valcoustic's Environmental Report. Although existing and future noise levels are relatively high, sound isolation techniques required to meet acceptable levels appear practicable, even for residential buildings.

The Environmental Agreement and the approval process must include a requirement for each individual project to submit a Noise Impact Statement for my approval.

(b) Subsoils Investigations and Contaminant Studies

All 18 priority contaminants identified by the Ministry of the Environment in the Lakefill Quality Guidelines have been analyzed.

Due to the variability of soil consistence and contamination, I recommend that the Environmental Agreement and the approval process include provision that any future applicant for development of individual projects has the terms of reference for each Soil and Groundwater Quality Management

Programme approved by the Ministry of the Environment prior to any building permit being issued by the City and that evidence of this approval must be submitted to me.

Due to possible high sulphate and chloride contaminations, underground structures (e.g. concrete or steel) require adequate protection against aggressive soil conditions (e.g. coatings, imported backfill, etc.).

3. Transportation

Our joint October 1983 response to the Central Waterfront Transportation Study establishes the framework for the continued development of transportation infrastructure within which the Railway Lands can be developed. While all of these issues have not been resolved, our continued co-operative effort should ensure that a comprehensive transportation plan can be developed and implemented as the phased development of the Railway Lands occurs. A key issue in this regard will be the need for a concerted and sustained effort to seek ways of inducing or regulating modal split in favour of transit while maintaining (as a minimum) the existing levels of service/operation on the road system.

The majority of the following comments were provided to Messrs. Stewart and Shaw of your Department during the preparation of your report in response to the motions adopted by Council at its meetings of June 17 and 21, 1985, (as it relates specifically to the Dome Stadium). However, due to the importance of a number of these issues, I will reiterate them so that this response provides a comprehensive update on these matters.

One of the fundamental considerations in the development of Precinct 'A' is that the dominant use, the Dome Stadium, must be realized within the context of an "Urban Environment". The key to the successful operation of the Dome, from a transportation viewpoint, is the encouragement of the utilization of the transit system by a majority of its patrons.

It is on this basis that I will discuss the issues of parking, transit infrastructure, charter buses, roads infrastructure, pedestrian requirements and monitoring programmes.

(a) Parking

As a deliberate policy initiative to encourage greater transit use, I would recommend a very minimal amount of on-site parking for the Dome. In our previous discussions on this matter, we agreed that 300-500 parking spaces might be appropriate to accommodate the parking needs of the V.I.P.s, handicapped, participants and other necessary vehicles. I would suggest that the low end of this range would be the most appropriate, however the final determination should be the subject of a further detailed review once the Stadium design details are known.

In this regard, the submission is relatively vague. While Exhibit 5 indicates about 300 spaces being provided initially, none of the plans indicate precisely where these spaces are located and what access provisions are going to be made. In my opinion the permanent location and access provisions for these parking spaces must be identified and secured in the Precinct agreement.

It is imperative that we take advantage of the "shared-use" parking concept in establishing a parking strategy for the Dome. It is only in this way that manageable peak traffic conditions can be achieved and the potential conflict with commuter parking pressures in the Downtown avoided. Significant on-site parking will only encourage commuter parking and increases in auto travel and congestion in the downtown.

To complement the above policy initiatives, I would recommend the development of a marketing and public relations programme to stress the advantages of using transit to travel to the Dome while also indicating the unavailability of on-site parking. Further initiatives to formally co-ordinate the off-site parking to the Dome events should be developed as contingency plans and implemented only after a review of the initial event operations at the Dome. Some general off-site parking information should, however, be part of the initial marketing and public relations programme.

The parking requirements for the other uses in Precinct 'A' should be in accordance with By-law No. 236-83 although in light of the preceding discussion, I would recommend the application of the minimum standards. I acknowledge that the parking supply generated by these other uses could be utilized by Stadium patrons however with the probable time lag in these developments and a concerted pro-transit plan, the impact of these spaces should be minimized.

(b) Transit Infrastructure

In the long term, I anticipate that the north-east subway extension commonly referred to as the Downtown Relief Line, coupled with some form of transit on The Esplanade West, will supply the additional major transit services to the Dome Stadium and Precinct 'A'.

In the short term, I would recommend three major initiatives to augment the existing transit network in the area. Specifically, these would include:

(i) the establishment of a GO station/concourse as an integral part of the Stadium (possibly utilizing the GO ALRT right-of-way) or, as suggested in the Submission, at Spadina Avenue;

(ii) the implementation of the Spadina LRT/streetcar; and

(iii) a determination of and agreement on the improvements that may be required at St. Andrew and Union Stations to accommodate the anticipated crowds.

The development of a new GO station at the Stadium and integrated via a concourse to the lower levels of the Dome could help immensely in relieving the conflicts/pressures at and leading to Union Station by dispersing the loading over two stations. The new station would also act as an incentive for people to take transit (not only for the Dome but for the entire area) since they would be dropped off right at the Stadium. The alternative suggested in the Submission of having the GO station at Spadina Avenue is acceptable provided that good pedestrian connections can be developed and secured. In addition, if the anticipated level of GO Transit ridership to the Stadium is to be accommodated, agreements with GO Transit regarding service expansion requirements must be secured.

The implementation of an LRT/streetcar on Spadina Avenue would encourage a greater transit modal split to the Stadium and the surrounding development in the Railway Lands. However, the Spadina

LRT/streetcar should be supported within the context of the entire corridor needs and not solely on the basis of the Dome Stadium or Railway Lands (Spadina Sub-Centre). In the event that the Spadina LRT/streetcar is not in place for the opening of the Dome Stadium, the TTC should be requested to provide service to the Stadium using the Spadina bus and the looping (via Clarence Square - Peter Street) suggested in the Submission (page C-7). I do feel however, that the loop may not be able to extend south of Front Street via the Peter Street extension since the Submission suggests that this section of roadway will be closed during Stadium events to facilitate pedestrian movements. An exclusive bus operation utilizing Spadina Avenue and The Esplanade West might be possible but I would request further clarification on this matter from IBI.

There will be a significant volume of people wanting to utilize the St. Andrew and Union Stations during an event at the Stadium. It is currently acknowledged that, with the development of the Railway Lands and the Central Area in general, there will be additional pressures and conflicts at Union Station. Accordingly, I would recommend an immediate determination of improvements that are required at Union Station and St. Andrew Station with the objective of securing an agreement with respect to the improvements that should be made in conjunction with the development of the Dome Stadium and Precinct 'A'. This should be undertaken concurrently with the establishment of a new GO station at or near the Stadium since this would have a significant impact on pedestrian movements and general pedestrian distribution.

(c) Charter Buses

Another very important consideration that is not clearly defined in the Submission relates to the operation of charter bus services. The Submission (page C-13) states that "sufficient bus parking for the expected demand can be provided in this area." It is further noted that "for baseball games, 35 to 40 buses are expected. For larger events accommodation for over 100 vehicles will be provided." The Submission however, does not identify where this permanent charter bus parking is going to be accommodated or what access provisions will be made for this important service.

As per our previous discussions and in light of the "pro-transit" policy initiatives we are both supporting for the Dome, I would recommend that permanent provision for the handling and parking of a minimum of 125 charter buses be made at the site. As in the case for the limited on-site parking that I am recommending, the charter bus parking must be an integral part of the Stadium site design and layout. In addition, I would also recommend that special provisions in the site layout be made that will allow the charter services special, direct access to the Stadium. This could be achieved by means of reserved lanes leading into the Stadium (for example, along The Esplanade West, John Street and Simcoe Street) with a special drop-off area at the south-west corner of the Stadium at which point the arriving charter buses would be assigned a special reserved, numbered parking location. The parking, loading and unloading of charter buses on the local streets in the area, as suggested in the Submission, is not acceptable.

(d) Road Infrastructure

The Submission (page C-6) outlines the basic road system that the applicants propose to have, in place on the opening day of the Stadium. These elements include the following:

(i) The Esplanade West, west from the stadium site, (John Street) to a connection with Spadina Avenue (using the northern east-west street as a connection until Spadina Avenue is reconstructed);

(ii) improvement of the John Street access from Lake Shore Boulevard;

(iii) the development of a new connection, the Peter Street bridge, across the railway corridor to the north;

(iv) the northern east-west street connecting Peter Street to Spadina and the north-south road connecting both of these to The Esplanade; and

(v) the first section of the "U" road south of The Esplanade which will provide access to the Metro Pumping Station.

I am in agreement with the road infrastructure item Nos. (ii) to (v) inclusive above. However, there are three major additional road infrastructure elements that must also be in place on the opening day of the Stadium. Specifically these are:

(vi) a reconstructed Spadina Avenue bridge/road between Front Street West and Lake Shore Boulevard West;

(vii) The Esplanade West connected to the reconstructed Spadina Avenue bridge and extending easterly to Simcoe Street; and

(viii) Lower Simcoe Street from The Esplanade West to Lake Shore Boulevard West.

These facilities are required to provide an adequate road system to service the development of Precinct 'A' in general and the Dome Stadium in particular. I make these recommendations not solely on the basis of traffic capacity but also from a functional and operational viewpoint. The basic road infrastructure that I am recommending will ensure adequate road infrastructure to accommodate the efficient operation of the Dome and access to the remaining development while minimizing the future disruption of activities in the Precinct that would materialize with the delayed, future construction of these basic elements.

In particular, the Spadina Avenue bridge reconstruction is the primary example of these aforementioned considerations. It is acknowledged that there are existing traffic capacity and operating deficiencies at the intersections of Spadina/Front and Spadina/Lake Shore and that the peak hour volumes on the bridge itself could justify a new 6 lane bridge today. To construct the Dome as proposed and initiate the phased implementation of the remaining development in Precinct 'A' and then plan for the reconstruction of one of the major entrances to this development and the Central Area as a whole is unacceptable. When the prospects of the Spadina LRT/streetcar are also considered and the advantages that such service could bring to meeting the objectives of the City in regards to increased shifts in modal split to the Central Area in favour of transit and the "pro-transit" policies for the Dome, further impetus is added to securing the reconstruction of the Spadina bridge as an essential requirement for the development of this Precinct. I would note that the road infrastructure that I am recommending is consistent with the principles and statements included in By-law No. 610-85 adopted by Council to give effect to the Part II Plan for the Railway Lands.

While the Submission does not include the Spadina Avenue bridge reconstruction as part of the initial infrastructure (page C-6), the need to reconstruct the bridge is acknowledged on pages B9-B10. Indeed, Exhibit 7.4A proposes a design and construction schedule which shows completion of a reconstructed Spadina bridge by October 1988.

I am also concerned about the proposed John Street connection to Lake Shore Boulevard as outlined in the Submission. The analysis presented on page C-24 and Exhibit 11 does not consider the fact that John Street will be extended to Queens Quay (included in my programme for 1986). The analysis should be redone to confirm that this intersection can in fact be made to function properly as a 4-way intersection including the added consideration of the pedestrian requirements. I would also request that the details of the proposed construction of an additional right turn southbound lane on John Street be submitted for my review and approval. Needless to say the intersection operations analysis should also include this aspect of the proposal. These types of concerns and constraints are a further reason why I am recommending that the initial road infrastructure include Lower Simcoe Street and The Esplanade West from Simcoe Street westerly to the reconstructed Spadina bridge.

On a more detailed note, I would recommend that the minimum right-of-way for any local road be 20 m (66 feet) and not the 15 m (50 feet) shown in the Submission plans. Moreover, while a 30 m (100 feet) right-of-way for The Esplanade West would appear adequate at this time, I would advise that the final determination of this R.O.W. requirement is dictated, to a great extent, (assuming the road width and sidewalk/boulevard dimensions are as shown) by the type of transit to be provided on this roadway. If for example, an LRT/streetcar service is to be developed in the area shown as median, the 5.5 m (18 feet) currently indicated on Drawing S3B and page B-11 would be insufficient. However, if a mixed flow bus operation is the long term objective, the right-of-way, as shown, is adequate. Further clarification on the ultimate transit operating strategy for The Esplanade West, (recognizing the proposed Spadina LRT, Harbourfront LRT and Downtown Relief Line) is therefore required in order to finalize the right-of-way requirements.

(e) Pedestrian Requirements

The development of pedestrian facilities associated with the Dome require critical consideration. These facilities are especially important due to their influence on the use of transit, the distribution of patrons to the parking areas around the Stadium and the minimization of impacts on adjacent uses (e.g. CBC development, Royal Bank etc.). The establishment of good pedestrian links will be especially important in the initial stages of development. In this regard the critical pedestrian links are the John Street bridge, the Peter Street bridge, a pedestrian connection to the GO station at or near the Stadium, the development of at least one and preferably two major east-west routes to Union Station (possibly the route along the back of the Convention Centre and through the CN Express

Building across York Street or along the south side of the rail corridor and across the rail corridor at Simcoe Street again using the Express Building and crossing York Street or The Esplanade West to Simcoe and across the rail corridor in the same way as the other noted alternatives) and connections to the reconstructed Spadina bridge/road which facilitate the interface with the proposed Spadina LRT/streetcar. The Precinct Agreement must secure arrangements for the provision of these pedestrian facilities as part of the opening day infrastructure for the Dome Stadium.

It is my understanding that there is some doubt about the availability of the route behind the Convention Centre. If this route can not be secured at least one of the other two suggested routes south of the rail corridor must be implemented. I do not accept the statement on page C-19 that "if this route is not available then the pedestrian flows assigned to this route will be added to those on Front Street." This is an unacceptable proposition. As I noted in the section of road infrastructure, these recommendations are consistent with the principles and statements included in By-law No. 610-85 adopted by Council to give effect to the Part II Plan for the Railway Lands.

(f) Monitoring Programmes

I consider it essential that a specific monitoring programme be developed by our Departments in co-operation with the TTC, Metro and the Stadium Corporation, to review the transportation impacts of the Stadium's initial year of operation. In this way, steps can be taken to change and improve the operations based on actual operating experience.

I would also advise that I am reserving comment on the proposed construction schedules included in the Submission and the Memorandum of Conditions as Schedule D pending confirmation of the provision of the infrastructure requirements discussed in this report.

Recommendations:

I recommend that the owner/applicant be required to:

1. Select, in consultation with the Commissioner of Public Works, a Qualified Municipal Consulting Engineer to undertake the design and field supervision of all municipal services;

2. Submit all design drawings and calculations for services to be assumed by the City to the Commissioner of Public Works for approval and that these be in accordance with the appropriate City of Toronto Specifications, in metric and certified by a Qualified Municipal Consulting Engineer;

3. Prepare for submission, through the Commissioner of Public Works, the necessary applications to the Ministry of the Environment for any sewers and watermains on private property servicing more than one building and ensure that these services are designed by a Qualified Municipal Consulting Engineer;

4. Locate services within the road allowance in accordance with the suggested location plan of the City of Toronto Public Utilities Co-ordinating Committee;

5. Design the storm drainage system for the Railway Lands and Precinct 'A' on the basis of the attached Figure No. 1 - General Scheme Storm Drainage for Proposed Development on Railway Lands dated October 1985;

6. Delete all proposals for and references in the Submission to interim solutions or connections for servicing the development of Precinct "A";

7. Construct and have in operation all new storm and sanitary sewer facilities, as directed by the Commissioner of Public Works, prior to any new buildings (including the Dome Stadium) being occupied;

8. Provide for the pumping of all storm and sanitary drainage from subsurface areas or areas depressed in relation to the roads;

9. Develop the watermain system on the basis of the implementation of a new direct connection to the new John Street Pumping Station and confirm the sizing of this system by means of computerized hydraulic calculations to the satisfaction of the Commissioner of Public Works;

10. Provide positive drainage from properties to be developed to at least one of the abutting streets;

11. Finalize the road grades following approval of the detailed hydraulic calculations by the Commissioner of Public Works;

12. Submit a Noise Impact Statement for each individual project in accordance with City Council's requirements;

13. Obtain and submit to the Commissioner of Public Works, evidence of approval from the Ministry of the Environment for the terms of reference for each Soil and Groundwater Quality Management Programme to be done for any future development application of individual projects prior to any building permit being issued by the City;

14. Submit evidence to the Commissioner of Public Works that underground structures have been designed with adequate protection against aggressive soil conditions;

15. Provide a maximum of 300 to 500 parking spaces (the final determination subject to further detailed review once stadium design details are known) in a permanent location on the Dome Stadium site for V.I.P.s, handicapped, participants and other necessary vehicle parking and identify the location and access provisions for these spaces;

16. Develop to the satisfaction of the Commissioners of Planning and Development and Public Works, a marketing and public relations programme stressing the advantages of using transit to travel to the Dome Stadium while also indicating the unavailability of on-site parking and general information on off-site parking locations;

17. Comply, on an overall project basis, with the minimum parking standards of By-law No. 236-83;

18. Secure an agreement with the appropriate authorities, for the establishment of a GO station/concourse as an integral part of the Stadium, or as suggested in the Submission, at Spadina Avenue and any GO service expansion that may be required to service the Dome Stadium and the rest of Precinct 'A';

19. Provide clarification on the possible routing of the Spadina bus in the event that the Spadina LRT/streetcar is not in place for the opening of the Dome Stadium;

20. Determine and secure agreement for the improvements that will be required at Union Station and St. Andrew Station as a result of the development of the Dome Stadium and Precinct 'A';

21. Provide and maintain space for the storage, handling and parking of a minimum of 125 charter buses on the Dome Stadium site including special provisions in the site layout to allow the charter services special, direct access to the Stadium;

22. Construct and place in operation, to the satisfaction of the Commissioner of Public Works the following road infrastructure by the opening day of the Dome Stadium:

    (i) a reconstructed Spadina Avenue bridge/road between Front Street West and Lake Shore Boulevard West including all underground municipal, utility services and street lighting;

    (ii) The Esplanade West connected to the reconstructed Spadina Avenue bridge and extending easterly to Simcoe Street including all underground municipal, utility services and street lighting;

    (iii) John Street from The Esplanade West to Lake Shore Boulevard West including the improved channelization at Lake Shore Boulevard West, all underground municipal, utility services and street lighting and a new storm sewer outlet to the Rees Street Slip for the drainage of Precinct 'A' and the Railway Lands as indicated on Figure No. 1 - General Scheme Storm Drainage for Proposed Development on Railway Lands dated October 1985;

    (iv) Lower Simcoe Street from The Esplanade West to Lake Shore Boulevard West including all underground municipal, utility services and street lighting;

    (v) The Peter Street extension and bridge from Front Street West across the rail corridor including all underground municipal, utility services and street lighting;

    (vi) The new local east-west road immediately south of the rail corridor connecting the Peter Street extension to the reconstructed Spadina bridge/road and the north-south local road connecting both of these to The Esplanade West including all underground municipal, utility services and street lighting;

    (vii) The first section of the local "U" road south of The Esplanade West including all underground municipal, utility services and street lighting so as to provide access to the Metro Pumping Station;

23. Submit for the review and approval of the Commissioner of Public Works, a traffic operations analysis (including a possible signal phasing plan) of the John Street/Lake Shore Boulevard West intersection taking into account a 4-way intersection operation and the added consideration of pedestrian requirements and including details/plans of the proposed construction of an additional right turn southbound lane on John Street at Lake Shore Boulevard West;

24. Provide a 20 m (66 feet) minimum right-of-way for all local roads;

25. Provide clarification on the proposed ultimate transit operating strategy for The Esplanade West in order that the right-of-way requirements can be finalized and approved;

26. Construct and place in operation, to the satisfaction of the Commissioners of Public Works and Planning and Development, the following pedestrian infrastructure/system (in addition to the existing and proposed sidewalk system) by the opening day of the Dome Stadium:

    (i) the John Street Pedestrian Bridge across the railway corridor as detailed in the Submission;

    (ii) the Peter Street bridge across the railway corridor as detailed in the Submission;

    (iii) a pedestrian connection to the proposed GO station at or near the Stadium;

    (iv) at least one and preferably two major east-west routes to Union Station as detailed in this report; and

    (v) connections to the reconstructed Spadina bridge/road which facilitate the interface with the proposed Spadina LRT/streetcar.

(b) November 25, 1985

Recommendation No. 24 in my report of October 18, 1985, to you, respecting the above, calls for the provision of a 20 m (66 foot) minimum right-of-way for all local streets.

During the meeting of November 19, 1985, in the offices of Blake, Casseis and Graydon, Mr. Vardin of my staff agreed, on the basis of technical arguments presented, that the east-west portion of the proposed "U" street serving the new Metropolitan Toronto Pumping Station can have a 15 m (50 foot) right-of-way.

Accordingly, Recommendation No. 24 in my October 18, 1985, report can be modified as follows:

> "Provide a 20 m (66 feet) minimum right-of-way for all local roads, save and except for the east-west portion of the proposed "U" street required for the servicing of the Metropolitan Toronto Pumping Station, which can be 15 m (50 feet) in width."

(c) January 23, 1985

Comments:

I dealt with this proposal in my October 18, 1985, report to you. The IBI Group, on behalf of CN Real Estate, have now submitted a set of revised schedules for Precinct 'A', which I have reviewed for matters under my jurisdiction. My comments will be discussed under the headings of each revised schedule as submitted. In addition, I will also review the recommendations of my October 18, 1985, report to you with regard to these revised Schedules and the IBI Group's response to my aforementioned report.

1. Schedule 2A1 -
Streets Available for Stadium Opening Temporary Condition
Schedule 2A2 -
Streets Available for Stadium Opening Permanent Condition

I am satisfied with the proposed new Spadina Avenue Road/Bridge between Front Street and Lake Shore Boulevard West being in place for the Stadium Opening, as shown on these plans. However, to ensure that the best possible traffic operations are achieved, I would prefer to see the ultimate connection of Spadina Avenue and Lake Shore Boulevard, as shown on Schedule 2A2, in place for the opening day of the Dome Stadium. I recognize that this is subject to the removal of the High Line, however every effort should be made to provide this ultimate connection.

With respect to Schedule 2A1, I would recommend that the following additions be made:

(i) The bus only right-of-way as shown in Schedule 2C, including provision for the construction of a grade separation under the Unnamed Cul-de-sac, be shown so as to provide access to the proposed Charter Bus parking site in the south-east quadrant of the intersection of Spadina Avenue and The Esplanade;

(ii) The west leg of the Unnamed Loop Street be indicated as a street available for the Stadium Opening so that the bus routings shown on Schedule 2C can be achieved;

(iii) The geometrics of the intersection of John Street and Lake Shore Boulevard West be improved to provide 4 basic lanes each with a minimum width of 3.65 m (12 feet) and a separate channelized right turn lane as shown.

The intersection geometrics should also provide appropriate radii to permit the anticipated heavy truck and bus movements to the Precinct. In this regard, I would recommend that the owner/applicant be required to submit, for my review and approval, a detailed plan of this intersection showing the proposed geometrics and a traffic operations analysis taking into account a 4-way intersection operation;

(iv) Left turn channelization lanes be developed on The Esplanade at the intersections with the Unnamed Loop Street to facilitate the Charter Bus turning movements;

(v) A layby lane or layby slots at key Stadium entry/exit points be provided along the north side of The Esplanade.

Of course, these additions would also be included in Schedule 2A2 as permanent facilities available for the Stadium opening.

2. Schedule 2B - Proposed Municipal Services

(a) Watermain System

As noted in my October 18, 1985, report to you, I will be requesting that Metro provide for a new direct connection to the new John Street Pumping Station, thus eliminating the need for the proposed connections to the existing watermain system.

The sizing of this system will be subject to further detailed review and must be confirmed by hydraulic calculations (preferably computerized). I would note that I have discussed these matters with the IBI Group.

(b) Storm and Sanitary Sewer System

No further comments at this time. Additional detailed drawings and calculations will have to be submitted for my review and approval at the design stage.

(c) Road Grades

The road grades indicated on this Schedule can only be approved after detailed hydraulic calculations of the proposed storm sewer system within the site have been submitted, reviewed and approved by me.

As you are aware, there will have to be a change in the grade at the intersection of Spadina Avenue and The Esplanade due to the TTC operational requirements for the Spadina LRT/streetcar which could ultimately affect the proposed grades along The Esplanade and other intersecting streets.

3. Schedule 2C - Bus Parking Layout

The location of the Charter Bus parking in the south-east quadrant of the intersection of Spadina Avenue and The Esplanade is satisfactory. However, as per Recommendation No. 21 of my October 18, 1985, report to you, provision must be made for the storage and handling of a minimum of 125 charter buses. In addition, the lot layout must be modified to include access/circulation aisles between the rows of bus parking. In this way the charter buses can efficiently move in and out of the parking rows, as required, and a better distribution of arrivals and departures can be secured.

I note that the charter bus entry and exit points for the Precinct will be via the intersection of Spadina Avenue and The Esplanade and John Street and Lake Shore Boulevard. This is satisfactory, however I would refer you to my comments on Schedules 2A1/2A2 regarding access routes and associated road requirements.

The loading and unloading of passengers from the Charter Bus operations must be contained to the bus parking area and not be done on any of the Precinct streets. In this way, the Charter Buses and patrons are taken directly to the parking area where a numbered location can be assigned and easily located following an event. To facilitate the movement of Charter Bus patrons to and from the Stadium and minimize potential conflicts along The Esplanade, I would recommend that consideration be given to an underground connection from the north-east corner of the proposed Charter Bus parking lot to the proposed CN Plaza.

4. Schedule 2F - Typical Road Cross-Sections

(a) Utilities

In the typical cross-sections for the 20.11 m and 30.48 m rights-of-way, the position of Bell Canada and Toronto Hydro should be interchanged at 2.74 m from the right and left street lines, respectively.

I had previously suggested a watermain location to the IBI Group which would interfere with the proposed tree pit. Accordingly, I am prepared to accept the watermain location as shown on this Schedule.

A standard cross-section for the 15.24 m right-of-way of the east-west portion of the Unnamed Loop Street is not available. However, to be consistent with the above standard, Toronto Hydro and the watermain should be located at 1.83 m and 2.74 m from the left street line, respectively, and the Bell Canada conduit should be located 2.74 m from the right street line.

Due to the unique nature and cross-section of The Esplanade and the length of potential service connections, consideration should also be given to installing 2 watermains on The Esplanade, one on either side of the street. Similarly, the possibility of installing Gas, Bell Canada and Toronto Hydro services on each side of the street should also be considered.

(b) Fill

A review of the proposed roadway grades has shown that up to 10.0 m of fill are required under the proposed road surfaces. I am concerned about the effect of this overburden on the existing ground. I note further that, in previous comments to the IBI Group, I have stated a requirement for compacted Granular 'B' fill material. However, this schedule does not identify the type of fill to be used.

The schedule of quantities and costs that was submitted indicates the use of "earth fill". Settlement of existing ground and/or settlement of insufficiently compacted new fill material could lead to failures of utilities and/or the roadway surface. Therefore, I would recommend that a soil consultant be engaged by the owner/applicant to analyze the effect of the additional fill on the existing ground, make recommendations as to foundation requirements for utilities and provide pavement design recommendations.

5. Schedule 3A - Precinct Streetscape
Schedule 3B - Streetscape Details

Detailed streetscape design drawings will have to be submitted for my review and approval.

6. Schedule 3C - CN Plaza

Although not specifically indicated on this Schedule, it is my understanding that the required 300-500 parking spaces for the Stadium will be located under the CN Plaza with access off the local north-south street running parallel to Spadina Avenue between the Peter Street Extension and The Esplanade. I would recommend that the access for this proposed Stadium parking be designed at the mid block point and that it ultimately be developed as a combined parking access for the future commercial development of Parcel 18 and the Stadium. This Schedule should be revised accordingly.

7. Schedule 3D1 - John Street Corridor Tower Park Available at time of Stadium Opening
Schedule 3D2 - John Street Corridor Tower Park

I have no comments regarding these Schedules.

8. Schedule 3E - John Street Park Revisions

The revised John Street Park pedestrian access route is satisfactory, provided that a secondary pedestrian route is constructed south of the rail corridor to connect with Union Station.

9. Schedule 3F1 - Linear Park Option One High Line Berm
Schedule 3F2 - Linear Park

As part of the opening day infrastructure, the Linear Park on the north side of the Peter Street Extension should be in place and connected to the Stadium, as shown in Schedule 3F1. In addition, the provision for a connection from under the Spadina Avenue Bridge/Road to the Spadina LRT/streetcar must also be included to allow for the development of a fare platform mezzanine connection.

10. Schedule 3G - Pedestrian Movement Systems

The options for pedestrian movement corridors south of the rail corridor, as shown on this Schedule, and the 9.14 m (30 feet) clear width are satisfactory. However, as per Recommendation No. 26 of my October 18, 1985, report to you, such a connection must be constructed and in operation, to the satisfaction of the Commissioners of Planning and Development and Public Works, by the opening day of the Stadium. The note under Option 2 should be revised accordingly.

I would recommend that the provision of pedestrian connections from the Express Building to the GO platforms immediately west of York Street also be developed as part of the pedestrian system. In this regard, the owner/applicant should provide, for my review and approval, detailed drawings illustrating how these connections can be achieved and secure an agreement and approval from GO Transit for these facilities.

I would also advise that, although a final design for the proposed Hydro Transformer Station east of the CN Tower has not been developed, there could be a potential conflict between the proposed pedestrian systems and the Transformer Station adjacent to the rail corridor where Ontario Hydro has indicated a need for locating their transformer coolers and an open service access route.

11. Schedule 3H - Substructures in Parks and Under Roads

I would advise that, except for the following, approval for underground building links can not be provided at this time:

- the pedestrian link under the Peter Street Extension connecting the Stadium and the Linear Park

- the recommended pedestrian connection from the proposed Charter Bus parking site to the CN Plaza

- the Stadium Service Tunnel under The Esplanade

However, I am prepared to give favourable consideration to applications for underground links during the Development Review process and under the Streets By-law, as required.

12. Schedule 3J - Underground Parking in Spadina Park

I would advise that, in keeping with the "pro transit" policy we are advocating for the Stadium, this parking garage should not be approved for implementation with the construction of the Stadium or development of Precinct 'A'.

I acknowledge that such a parking facility may be required to service the Precinct developments west of Spadina Avenue. However, its size, location and access should be the subject of a detailed review at the time of submissions for the development of this area.

13. Schedules 4A/4B - CN Lands - Development Schedules

    I note that these Schedules are out-of-date. Therefore, the owner/applicant should be requested to prepare new Development Schedules for my review and approval.

14. Schedules 5, 6, 15 and 16 of Precinct Agreement

    I would reserve comment on these Schedules pending the development of a Precinct Agreement. However, the issues raised in the preceding discussion will have to be included in these Schedules and the Precinct Agreement.

15. Outstanding Issues from October 18, 1985, Report of Commissioner of Public Works

    Further to my report of October 18, 1985, to you, the IBI Group, on behalf of the owner/applicant, submitted under date of December 2, 1985, a response to the recommendations listed on pages 14 to 18 (inclusive) of my report. The following discussion on each of my 26 recommendations will indicate where agreement has been reached and what further action is required:

    (a) Recommendations 1 to 3 (inclusive) 5 to 8 (inclusive) 10, and 12 to 14 (inclusive)

        The IBI Group, on behalf of the owner/applicant, have agreed to these recommendations. The final details are to be included, to my satisfaction, in the Precinct Agreement and/or Environmental Agreement.

    (b) Recommendation 4 - Location of Services

        I would refer to my comments on Schedule 2F - Typical Road Cross-Sections, regarding the transposition of the Bell Canada and Toronto Hydro locations for the 20.11 m and 30.48 m rights-of-way and the location of these utilities and the watermain for the non-standard 15.24 m right-of-way.

        Except for these noted requirements, the IBI Group, on behalf of the owner/applicant, have agreed to this recommendation. The final details of this should be included, to my satisfaction, in the Precinct Agreement.

(c) Recommendation 9 - Watermain System with Direct Connection to Pumping Station

I would note that, as per my comments regarding Schedule 2B - Proposed Municipal Services", the watermain system has not been redesigned to provide for a new direct connection to the new John Street Pumping Station. In addition, the final design will be subject to my approval and must be confirmed by computerized hydraulic calculations that will be submitted with the revised watermain design.

Notwithstanding the above, the IBI Group, on behalf of the owner/applicant, have agreed to this recommendation requiring the redesign of the watermain system, as noted, subject to the approval of Metro Toronto.

Therefore, I would reiterate the requirements of this recommendation and allow for the detailed design concerns to be covered, to my satisfaction, in the Precinct Agreement.

(d) Recommendation 11 - Finalization of Road Grades

As per my comments regarding Schedule 2B, the road grades, as indicated, can only be approved after detailed hydraulic calculations have been submitted, reviewed and approved by me. The IBI Group, on behalf of the owner/applicant, have agreed to this and the final details for this should be included, to my satisfaction, in the Precinct Agreement.

However, there is also an outstanding issue regarding the design profile of the Spadina Avenue Road/Bridge between Front Street and Lake Shore Boulevard. The existing proposed road grades at the intersection of Spadina Avenue and The Esplanade will have to be changed due to the operational requirements of the Spadina LRT/streetcar. This could also ultimately affect the proposed road grades of The Esplanade and other intersecting streets. Therefore, the owner/applicant must submit a revised design for Spadina Avenue from Front Street to Lake Shore Boulevard, for the review and approval of the Metro Commissioner of Roads and Traffic, the General Manager of the

TTC and myself, which addresses the above issue.

(e) Recommendation 15 - Stadium Parking

As noted in my comments regarding Schedule 3C - CN Plaza, the provision for the 300-500 Stadium parking spaces is not indicated on this Schedule, even through it is agreed in the December 2, 1985, IBI response that this will be the location for these parking spaces. In addition, the access for this facility should be provided in accordance with Recommendation No. 3(g), below.

The above details should also be included, to my satisfaction, in the Precinct Agreement.

(f) Recommendation 16 - Transit Marketing and Public Relations Programme

In regard to this matter, your January 11, 1986, final report recommended as follows:

> "5. That the Commissioner of Planning and Development consult with the appropriate officials of the TTC, operators or downtown parking facilities and the Stadium Corporation, and report back on a specific plan of action to implement a comprehensive public transportation information proposal which emphasizes the advantages of travelling to the new stadium using the public transportation system and which presents information on available parking locations."

The foregoing is not consistent with Recommendation No. 16 of my October 18, 1985, report. Accordingly, Recommendation No. 5 of your January 11, 1986, report should be revised. In addition, I would also revise Recommendation No. 16 to stipulate that said programme be developed 1 year prior to the scheduled opening of the Stadium.

(g) Recommendation 17 - Compliance with Parking Standards

The IBI Group, in their December 2, 1985, response, have, on behalf of the owner/applicant, agreed to comply, on an overall project basis, with the minimum parking standards of By-law No. 236-83, subject to the provision and maintenance of the 300-500 Stadium parking spaces under the CN Plaza being over and above the minimum parking standards of By-law No. 236-83. This is consistent with Recommendation No. 17 of my October 18, 1985, report and should be provided for in the Precinct Agreement.

However, I note that in your January 11, 1986, final report you recommend that the range of parking requirements contained in By-law No. 236-83 be maintained in establishing the parking provision in Precinct 'A'.

As stated in my October 18, 1985, report to you, I am concerned about the possible effects of allowing the development of parking in Precinct 'A' to the maximum requirements of By-law No. 236-83. In addition, to complement the "pro transit" policy we are advocating for the Stadium and the limited number of parking spaces being provided for essential Stadium users, the minimum requirements of the By-law should be applied. Accordingly, I would recommend that the provisions of this recommendation be maintained and that your January 11, 1986, report be revised.

(h) Recommendation 18 - Development of GO Station and Securing Agreements

The IBI Group, on behalf of the owner/applicant, have agreed, in their December 2, 1985, response, that the establishment of a GO Transit Station in the proximity of Spadina Avenue is desirable and have included provisions for direct connections through the Linear Park, as illustrated on Schedules 3F1 and 3F2 and have also indicated their willingness to work with the appropriate authorities to develop these facilities. However, I would agree that the owner/applicant can not secure an agreement for these facilities with the appropriate agencies at this time. Accordingly, Recommendation No. 18 in my October 18, 1985, report can be modified as follows:

> "That the Province be requested to provide a GO Transit Station in proximity to Spadina Avenue and that the owner/applicant provide GO Transit, Provincial and Municipal Authorities with its full co-operation in facilitating the establishment of such a facility, including the pedestrian connections indicated on the revised Schedules stamp dated December 20, 1985."

(i) Recommendation 19 - Spadina Bus Routing Clarification

The attachment "Transit Access to Precinct 'A' of the Railway Lands (December 15, 1985)", received subsequent to the December 2, 1985, IBI response does not satisfactorily address the issues raised in my October 18, 1985, report regarding surface transit routings (specifically the Spadina Bus route) in the event that the Spadina LRT/streetcar is not in place for the opening of the Dome Stadium. The proposed looping of the Spadina Bus via Clarence Square, Peter Street (extended) and Spadina Avenue does not overcome the problem I identified in my report regarding the potential complete occupancy of the Peter Street Extension, south of Front Street during Stadium events by pedestrians. At any rate, it is my understanding that the TTC is not willing to operate such an extension to the Spadina route. The feasibility of any potential route changes should be discussed and agreed upon with the TTC. Therefore, Recommendation No. 19 of my October 18, 1985, report still applies.

(j) Recommendation 20 - Improvements to Union Station and St. Andrew Station

In the response of December 2, 1985, the IBI Group, on behalf of the owner/applicant, agree to make a determination of improvements required for Union Station and St. Andrew Station as part of the Railway Lands Steering Group Study on the Union Station Complex. In addition, your January 11, 1986, final report recommends the following:

> "6. That Recommendation No. 20 in the October 18, 1985, Memo from the

> Commissioner of Public Works to the Commissioner of Planning and Development regarding the determination of and agreements to improvements to the St. Andrew and Union subway stations to serve the new stadium be referred to the Railway Lands Steering Group's Union Station Working Group and to the TTC."

I acknowledge that the owner/applicant can not secure agreement for these improvements at this time since these facilities are under the jurisdiction of other public agencies. However, in my view, any potential requirements or improvements should also be reviewed and approved by the Commissioners of Public Works and Planning and Development to ensure that all of the supporting infrastructure is satisfactorily developed.

Accordingly, I would modify Recommendation No. 20 of my October 18, 1985, report as follows:

> "Determine and prepare a report, for the review and approval of the TTC, Railway Lands Steering Group and the Commissioners of Public Works and Planning and Development, on any improvements that may be required at Union Station and St. Andrew Station as a result of the development of the Dome Stadium and Precinct 'A', including the necessary phasing and costing of any such improvements."

I would also recommend that Recommendation No. 6 of your January 11, 1986, report be deleted and replaced with the above.

(k) Recommendation 21 - Charter Bus Parking

The most current proposals for this aspect of the development are those indicated on the revised Schedule 2C stamp dated December 20, 1985. I would refer to my comments in Section 1 (Schedules 2A1/2A2) and Section 3 (Schedule 2C) in the preceding text. As a result of this more recent review, I would delete Recommendation No. 21 of my October 18, 1985, report and replace it with the requirements contained in Recommendation Nos. 3(c) and 3(d), below.

(1) Recommendation 22 - Road Infrastructure for Opening Day of Stadium

The IBI Group, on behalf of the owner/applicant, have agreed to provide the road infrastructure on the opening day of the Stadium, as indicated in Recommendation Nos. 22(iii), (v), (vi) and (vii).

Regarding Recommendation No. 22(i), it is not satisfactory, as has been indicated in the IBI response, to undertake to provide for the reconstruction of the road portion of Spadina Avenue and view the Spadina Avenue Bridge as a "transit project subject to Provincial subsidies and to be provided by Metro" with an equitable financial contribution being provided by the owner/applicant based on similar principles of cost sharing with the City included in the Memorandum of Conditions. This implies that the owner/applicant is not agreeable to providing the entirety of Spadina Avenue between Front Street and Lake Shore Boulevard as recommended.

However, in the most recent submission of revised Schedules, the whole of Spadina Avenue between Front Street and Lake Shore Boulevard is shown on Schedule 2A1 (Streets Available for Stadium Opening Temporary Condition) and Schedule 2A2 (Streets Available for Stadium Opening Permanent Condition). In my view, as I stated in my previous report, this part of the infrastructure must be in place on the opening day of the Stadium in order to secure the best possible operating conditions on the road network surrounding this Precinct and maximum flexibility for road and transit services. Consequently, Recommendation No. 22(i) of my October 18, 1985, report still applies.

In Recommendation No. 22(ii) the connection of The Esplanade to the reconstructed Spadina Avenue Road/Bridge and the easterly extension to Simcoe Street are required. The IBI response agrees to the condition of The Esplanade with a reconstructed Spadina Avenue, as indicated in the above recommendation. On the easterly extension of The Esplanade to Simcoe Street, I recognize that these lands are currently owned/occupied by CP/Marathon and can not be developed until the CP railyard operations are removed, which at this time do not appear to coincide with the development of Precinct 'A'. Similarly, Recommendation No. 22(iv), which requires the construction of Lower Simcoe from The Esplanade to Lake Shore Boulevard, is obviously precluded for the same reasons noted above for The Esplanade. Accordingly, I am prepared to delete Recommendation No. 22(iv) and modify Recommendation No. 22(ii) as follows:

> "The Esplanade West connected to the reconstructed Spadina Avenue Road/Bridge, including all underground municipal utility services and street lighting;"

This revision is conditional on receiving agreement from the owner/applicant that, as indicated on revised Schedules 2A1/2A2 (stamp dated December 20, 1985), the requirements of my Recommendation No. 22(i) are implemented for the opening of the Stadium. This condition is especially critical since the easterly extension of The Esplanade and the implementation of Lower Simcoe appear to be infeasible at this time.

I would also refer to my review of the recently submitted revised Schedules for more detailed requirements, as stated in Recommendation Nos. 3(a), 3(b), 3(e) and 3(j), below. In this regard, I would note that Recommendation No. 22(vii) should also be revised as follows:

> "The entire Unnamed Loop Street south of The Esplanade, including all underground municipal, utility services and street lighting, so as to provide access to the Metro Pumping Station and charter bus access routes;"

(m) Recommendation 23 - John Street/Lake Shore Boulevard West Intersection

The IBI Group, on behalf of the owner/applicant, have agreed to the requirements outlined in this recommendation.

However, my review of Schedules 2A1/2A2 indicates that the geometrics of this intersection may not be satisfactory. My additional requirements regarding this matter are outlined in Recommendation Nos. 3(a)(iii) and 3(b), below. Notwithstanding the IBI response, my Recommendation No. 23 still applies, although the details of this can be included in the Precinct Agreement.

(n) Recommendation 24 - 20 m Right-of-Way for Local Roads

As per my letter of November 25, 1985, to you regarding this matter, this recommendation can be modified as follows:

> "Provide a 20 m (66 feet) minimum right-of-way for all local roads, save and except for the east-west portion of the proposed Unnamed Loop Street required for the servicing of the Metropolitan Toronto Pumping Station, which can be 15 m (50 feet) in width."

(o) Recommendation 25 - Transit Strategy for The Esplanade

The attachment "Transit Access to Precinct 'A' of the Railway Lands (December 15, 1985)", received subsequent to the December 2, 1985, IBI response, includes the following statement regarding this matter:

> "Over the longer term, the CN portion of the Railway Lands will be served by the Harbourfront LRT, the Spadina LRT, the proposed Downtown Rapid Transit Line (DRT) and surface transit operations on Front Street and on The Esplanade West."

I concur with the above and, as such, the requirements of this recommendation have been satisfied.

(p) Recommendation 26 - Pedestrian Infrastructure

The IBI Group, on behalf of the owner/applicant, have agreed to provide the John Street Bridge, Peter Street Bridge and a connection via the Linear Park adjacent to Peter Street and via The Esplanade to the reconstructed Spadina Avenue Road/Bridge to facilitate the interface with the Spadina LRT/streetcar for the opening day of the Stadium. In addition, it provides for two alternatives for a pedestrian connection to Union Station south of the rail corridor and states that the pedestrian connection to the GO Station would be provided when the GO Station and Spadina Avenue Bridge are built.

Subsequently, with the submission of the revised Schedules, the proposed pedestrian infrastructure details have been modified. I would refer you to the comments of my review of Schedules 3E, 3F1, 3F2 and 3G. Accordingly, I advise that this recommendation be replaced with Recommendation Nos. 3(d), 3(h) and 3(i).

Recommendations:

I recommend that:

1. The owner/applicant be required to:

   (a) Comply, as agreed, with the provisions of Recommendation Nos. 1 to 17 (inclusive), 19, 22(i), (iii), (v), (vi) and 23 of my October 18, 1985, report as may be specifically included, to the satisfaction of the Commissioner of Public Works, in the Precinct and/or Environmental Agreement for Precinct 'A';

   (b) Comply with Recommendation Nos. 18, 20, 22(ii), (vii) and 24 of my October 18, 1985, report as revised below:

   "18. That the Province be requested to provide a GO Transit Station in proximity to Spadina Avenue and that the owner/applicant provide GO Transit, Provincial and Municipal Authorities with its full co-operation in facilitating the establishment of such a facility, including the pedestrian connections indicated on the Revised Schedules stamp dated December 20, 1985;"

   "20. Determine and prepare a report, for the review and approval of the TTC, Railway Lands Steering Group and the Commissioners of Public Works and Planning and Development, on any improvements that may be required at Union Station and St. Andrew Station as a result of the development of the Dome Stadium and Precinct 'A', including the necessary phasing and costing of any such improvements;"

"22(ii) The Esplanade West connected to the reconstructed Spadina Avenue Road/Bridge, including all underground municipal, utility services and street lighting;

(vii) The entire Unnamed Loop Street south of The Esplanade, including all underground municipal, utility services and street lighting, so as to provide access to the Metro Pumping Station and Charter Bus access routes;"

"24 Provide a 20 m (66 feet) minimum right-of-way for all local roads, save and except for the east-west portion of the proposed Unnamed Loop Street required for the servicing of the Metropolitan Toronto Pumping Station, which can be 15 m (50 feet) in width.";

2. The owner/applicant be advised that Recommendation Nos. 21, 22(iv), 25 and 26 of the October 18, 1985, report of the Commissioner of Public Works have been deleted;

3. That the owner/applicant be required to:

(a) Revise Schedule 2A1 to include the following:

(i) The bus only right-of-way as shown in Schedule 2C, including provision for the construction of a grade separation under the Unnamed Cul-de-sac;

(ii) The west leg of the Unnamed Loop Street as a street available for the Stadium Opening;

(iii) The intersection of John Street and Lake Shore Boulevard West with 4 basic lanes each having a minimum width of 3.65 m (12 feet) and a separate channelized right turn lane and appropriate radii to permit heavy truck and bus turning movements;

(iv) Left turn channelization lanes on The Esplanade at the intersections with the Unnamed Loop Street; and

(v) A layby lane or layby slots at key Stadium entry/exit points along the north side of The Esplanade.

(b) Submit, for the review and approval of the Commissioner of Public Works, detailed plans of the intersection noted in Recommendation No. 3(a)(iii), above, showing the proposed geometrics and a traffic operations analysis, taking into account a 4-way intersection operation;

(c) Provide and maintain space for the storage and handling of a minimum of 125 charter buses in the site located in the south-east quadrant of the intersection of Spadina Avenue and The Esplanade, including the provision of access/circulation aisles between the rows of parking;

(d) Develop, identify on the appropriate Schedules and have in operation for the opening of the Stadium, a pedestrian connection from the charter bus parking site noted in Recommendation No. 3(c) to the proposed CN Plaza;

(e) Revise Schedule 2F as follows:

(i) Interchange the Bell Canada and Toronto Hydro locations on the typical cross-sections for the 20.11 m and 30.48 m right-of-way so that they are located 2.74 m from the right and left street lines, respectively and give consideration to the installation of separate watermain, Gas, Bell Canada and

Toronto Hydro services on each side of The Esplanade; and

(ii) Locate, on the typical 15.24 m right-of-way cross-section, the Toronto Hydro and watermain 1.83 m and 2.74 m from the left street line, respectively, and the Bell Canada conduit 2.74 m from the right street line;

(f) Retain a soil consultant to prepare a report to the Commissioner of Public Works, for his review and approval, which analyzes the effect of placing fill material on existing ground on the site to achieve the necessary approved grades, makes recommendations as to foundation requirements for utilities and provides pavement design recommendations;

(g) Provide and maintain 300-500 parking spaces under the CN Plaza for the use of Stadium V.I.P. patrons, handicapped, participants and other necessary vehicle parking, including the provision of access from the mid block point of the local north-south street between the Peter Street Extension and The Esplanade, which can ultimately be combined to serve the development of Parcel 18 and the Stadium and revise Schedule 3C - CN Plaza, as detailed herein;

(h) Construct and place in operation, to the satisfaction of the Commissioners of Public Works and Planning and Development, the following pedestrian infrastructure/ system (in addition to the existing and proposed sidewalk system) by the opening day of the Dome Stadium:

(i) The Linear Park on the north side of the Peter Street Extension, including a connection under Peter Street to the Stadium and a connection under the Spadina Avenue Bridge/Road to the proposed Spadina LRT/streetcar which will facilitate the development of a fare platform mezzanine connection;

(ii) The John Street pedestrian bridge across the railway corridor, as detailed in Schedule 3E;

(iii) The Peter Street Bridge across the railway corridor, as detailed in the submitted revised Schedules stamp dated December 20, 1985;

(iv) One of the pedestrian connection options south of the rail corridor, as detailed in Schedule 3G;

(v) Pedestrian connections from the Express Building to the GO platforms immediately west of York Street; and

(vi) A pedestrian connection from the charter bus parking site in the south-east quandrant of the intersection of Spadina Avenue and The Esplanade to the CN Plaza;

(i) Provide, for the review and approval of the Commissioner of Public Works, detailed drawings for the connection noted in Recommendation No. 3(h)(v), above, and secure the approval and an agreement from GO Transit for these facilities;

(j) Submit a design of Spadina Avenue from Front Street to Lake Shore Boulevard, for the review and approval of the Metropolitan Commissioner of Roads and Traffic and satisfactory to the Commissioner of Public Works, which accommodates, to the greatest extent possible, the operational grade requirements for the Spadina LRT/streetcar, while maintaining an at grade intersection at The Esplanade and Spadina Avenue which does not significantly increase the currently proposed grade;

(k) Delete Schedule 3J - Underground Parking in Spadina Park from the Precinct 'A' submission; and

(l) Prepare updated Development Schedules to replace the outdated Schedules 4A and 4B as submitted.

4. The Final Report of the Commissioner of Planning and Development on the Rezoning Application for Precinct 'A', dated January 11, 1986, be amended by:

   (a) Revising Recommendation No. 5 to be consistent with Recommendation No. 16 of the October 18, 1985, report of the Commissioner of Public Works, including the additional stipulation that the Transit Marketing and Public Relations Programme be developed 1 year prior to the scheduled opening of the Stadium;

   (b) Revising references to the parking requirements of By-law No. 236-83 to be consistent with Recommendation No. 17 of the October 18, 1985, report of the Commissioner of Public Works;

   (c) Deleting Recommendation No. 6 and replacing it with Recommendation No. 20, as revised in 1(b), above; and

   (d) Revising the appended Schedules, as per Recommendation No. 3, above.

STADIUM/COV (RWR#15)
1986-02-24

DRAFT

AGREEMENT made as of this day of , 1986.

BETWEEN:

CANADIAN NATIONAL RAILWAY COMPANY

- and -

THE CORPORATION OF THE CITY OF TORONTO

STADIUM PRECINCT AGREEMENT

Weir & Foulds
Barristers and Solicitors
Suite 1600, Exchange Tower, Box 480
2 First Canadian Place
Toronto, Ontario
M5X 1J5

Blake, Cassels & Graydon,
Barristers and Solicitors,
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TORONTO, Ontario.
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STADIUM PRECINCT AGREEMENT

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STADIUM/PREC.1 (RWR#15)
1986-02-24

PRECINCT AGREEMENT

THIS AGREEMENT made as of the day of , 1986.

BETWEEN:

CANADIAN NATIONAL RAILWAY COMPANY, a company incorporated under a Special Act of the Parliament of Canada,

(hereinafter called "CN")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF TORONTO, a municipal corporation incorporated under the laws of the Province of Ontario,

(hereinafter called the "City")

OF THE SECOND PART

WITNESSES:

WHEREAS the City has adopted and enacted a Part II Plan for the Railway Lands which amends The Official Plan for the City of Toronto; and

WHEREAS the Part II Plan defines certain areas of the Railway Lands as precincts; and

WHEREAS the precinct referred to in the Part II Plan as Precinct "A" is herein described as the "Stadium Precinct"; and

WHEREAS CN has made application to the City for a rezoning of the Stadium Precinct in accordance with the Policies of the Part II Plan; and

WHEREAS this Agreement is entered into in fulfillment of the precondition set out in the Part II Plan for the enactment of a zoning by-law for the Stadium Precinct and in particular Section 11.12(o) thereof; and

WHEREAS this Agreement is the Precinct Agreement as defined in the Part II Plan to be entered into between CN and the City for the purpose of securing the provision to or for the City of the matters set out in the Precinct Plan for the Stadium Precinct; and

WHEREAS the City is authorized by the City of Toronto Act, 1971, S.O. 1971, Chapter 130 and more particularly by Section 16 thereof to enter into this Agreement with CN upon the coming into force of the Part II Plan for the Railway Lands.

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CN and the City hereby covenant and agree as follows:

ARTICLE I

INTERPRETATION

Section 1.01 - Definitions

Where used in this Agreement, unless the subject matter or context otherwise requires, the following terms shall have the following meanings:

(a) "Agreement", "this Agreement", "the Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions with respect to this agreement mean and refer to this agreement as amended from time to time and any indenture, agreement or instrument which by its terms is expressed to be supplemental or ancillary hereto or in implementation hereof, and the expressions "Article", "section" and "clause" followed by a number or letter mean and refer to the specified Article, section or clause of this Agreement;

(b) "Approved Construction Drawings" has the meaning set forth in Section 3.04(2);

(c) "Approved Standards and Specifications" has the meaning set forth in Section 3.03;

(d) "Arbitrations Act" means the Arbitrations Act (Ontario), R.S.O. 1980, chapter 25, as it may be amended from time to time;

(e) "Business Day" means any day which is not a Saturday, Sunday or statutory holiday in the Province of Ontario;

(f) "City" means the Corporation of the City of Toronto;

(g) "City Contribution Factor" has the meaning set forth in Section 4.01;

(h) "City Council" means the body made up of persons holding the position of aldermen in the City from time to time;

(i) "City Housing Authority" has the meaning set forth in Section 8.04;

(j) "City Housing Lands" means the lands to be conveyed by CN to the City or other authority in accordance with

Article VIII hereof, including without limitation the Phase I Housing Lands;

(k) "City Infrastructure Cost" has the meaning set forth in Section 4.01;

(l) "CN" means Canadian National Railway Company, a company incorporated under a Special Act of the Parliament of Canada, and its successors and assigns;

(m) "CN Designated Failure" has the meaning set forth in Section 3.09(1);

(n) "CN Plaza" means the portion of the Stadium Precinct owned and to be owned by CN shown on Schedule "H" hereto and designated as Part 21 on Schedule "S-1" hereto;

(o) "CN Plaza Agreement" means the agreement referred to in Section 6.10;

(p) "CN Terminal Building" means the four-storey brick building operated by CN on the south side of the open portion of Station Street extending from York Street to and including lands west of Simcoe Street (also known as the "CN Express Building"), shown on Schedule "M" hereto and situate on the lands designated as Parts 41, 42, 46, 47 and 48 on Schedule "S-1" hereto;

(q) "Commencement Date" has the meaning set forth in Section 2.01;

(r) "Commissioner of Public Works", "Commissioner of Planning and Development", "Commissioner of Parks and

Recreation", "Commissioner of Housing", "City Treasurer" and "City Solicitor" respectively means the person holding the office in the City from time to time so designated or as such designation may be changed by the City from time to time and each of such persons is herein referred to as a "City Official";

(s) "Community Park" means the proposed city park to be constructed on the lands forming part of the Railway Lands and comprising the lands designated as Part 2 on Schedule "S-2" hereto;

(t) "Community Park Lands" means the lands referred to in Section 6.07(1);

(u) "Completion Certificate" has the meaning ascribed to it in Section 4.02 hereof;

(v) "Concept Plan" means the plan submitted by CN pursuant to Section 11.8 of the Part II Plan;

(w) "Construction Lien Act" means the Construction Lien Act, 1983, S.O. 1983, c.6 or such successor legislation as may be in force in the Province of Ontario from time to time;

(x) "Consulting Engineer" has the meaning set forth in Section 3.02;

(y) "Consulting Landscape Architect" has the meaning set forth in Secton 7.01 hereof;

(z) "CP" means Canadian Pacific Limited, a company incorporated under the laws of Canada and its successors and assigns;

(aa) "CP Lands" means the lands described in Section 6.11;

(bb) "Development Review Process" means the site plan approval process contemplated by Section 40 of the Planning Act;

(cc) "Development Site" means any lot or parcel of land within any precinct with respect to which an application has been made for site plan approval pursuant to Section 40 of the Planning Act;

(dd) "Environmental Report" means the report entitled "Railway Lands Precinct 'A' Plan Environmental Report" prepared by IBI and dated May, 1985, January 3, 1986 and February 3, 1986;

(ee) "Environmental Agreement" means the agreement dated as of the date hereof to be entered into between CN and the City in respect of environmental matters relating to the Stadium Precinct;

(ff) "Esplanade" has the meaning set forth in Section 5.02(1)(e);

(gg) "Final Acceptance Certificate" has the meaning set forth in Section 3.11(3);

(hh) "Final Completion Certificate" has the meaning set forth in Section 4.02(1);

(ii) "Final List of Deficiencies" has the meaning set forth in Section 3.11(1);

(jj) "Hearing Date" has the meaning set forth in Section 5.11(4);

(kk) "Hi-Line Railway" has the meaning set forth in Section 6.03(3);

(ll) "Holdback" has the meaning set forth in Section 3.06(1);

(mm) "Infrastructure" means the aggregate of the Infrastructure Elements;

(nn) "Infrastructure Cost" means the aggregate of the Infrastructure Element Costs;

(oo) "Infrastructure Element" means each of the Municipal Services (which includes the Storm Sewers), the John Street Sewer Outfall, the Streets, the Pedestrian Walkway (if required to be constructed in accordance with Section 5.15), the John Street Bridge and the Peter Street Bridge;

(pp) "Infrastructure Element Cost" means the cost of design, supervision, the Consulting Engineer, construction, insurance obtained pursuant to Section 13.12, labour, materials and installation and any other costs of construction (excluding the administrative and overhead costs of CN and the City) of any Infrastructure Element in accordance with the provisions of this Agreement;

(qq) "Infrastructure Phasing Schedule" means the proposed schedule for the completion of the Infrastructure

Elements, the present form of which is included as Schedules "N1", "N2", "N3", "N4" and "N5" hereto, as it may be amended from time to time by agreement among the parties hereto or by virtue of any delay arising pursuant to Section 11.01 hereof;

(rr) "John Street" means John Street widened and improved as shown on Schedule "A" hereto, including the lands designated as Parts 96, 97, 98 and 99 on Schedule "S-1" hereto and including all the improvements shown on Schedule "E" (including the portion shaded and the portion above the shaded area but excluding Municipal Services in such shaded area) and its connection with Lakeshore Boulevard West as shown on Schedule "P" and its sidewalks as shown on Schedules "F" and "G";

(ss) "John Street Bridge" means the proposed new pedestrian bridge across the Rail Corridor to be located as the southerly extension of the closed portion of John Street south of Front Street West, Toronto, from the northerly boundary of the Rail Corridor to the southerly boundary of the Rail Corridor, shown on Schedules "M", "Q" and "R" hereto and to be constructed within the lands designated as Parts 55 and 56 on Schedule "S-1" hereto, together with all necessary footings, pilings, and supports, some of which may be located on the lands designated as Parts 27 and 28 on Schedule "S-1" hereto and on Part 1 on Schedule "9" hereto;

(tt) "John Street Corridor" means the portion of the proposed pedestrian corridor shown on Schedules "I" and "J" hereto and to be constructed within the lands designated as Parts 26 through 30 inclusive on Schedule "S-1" hereto;

(uu) "John Street Park" means the park and improvements therein to be constructed by CN along the John Street alignment north of the Rail Corridor and south of Front Street West and shown on Schedule "K" hereto;

(vv) "John Street Railway Bridge" has the meaning set forth in Section 6.03(5);

(ww) "John Street Storm Sewer" means the John Street storm sewer outfall shown on Schedule "C" hereto, and included as one of the Municipal Services;

(xx) "JSC Agreement" means the agreement referred to in Section 6.04(3);

(yy) "JSC Lands" means the lands described in Section 6.04;

(zz) "Landscaping Costs" has the meaning set forth in Section 7.05;

(aaa) "Local Streets" means the streets to be constructed and located adjacent to proposed development within the Railway Lands and not appearing on Appendix D to City of Toronto By-law 612-85 (and including that portion of the unnamed north-south street between Portland Street and Bathurst Street north of Esplanade and south of the Rail Corridor) and shall have the same meaning as secondary streets in the Part II Plan;

(bbb) "Loop Street" has the meaning ascribed thereto in Section 5.02(1)(f);

(ccc) "Marathon" means Marathon Realty Company Limited, a corporation incorporated under the laws of Ontario, and its successors and assigns;

(ddd) "Memorandum of Conditions" means the Memorandum of Conditions attached as Appendix A to the Part II Plan.

(eee) "Metro" means The Corporation of the Municipality of Metropolitan Toronto;

(fff) "Municipal Act" means the Municipal Act (Ontario), R.S.O. 1980, c. 302 or such successor legislation as may be in force in the Province of Ontario from time to time;

(ggg) "Municipal Services" has the meaning set forth in Section 5.06(1);

(hhh) "New Pumping Station" has the meaning set forth in Section 6.03(7);

(iii) "New Spadina Avenue Bridge" means the new bridge proposed to be constructed as a Metro project to replace the existing Spadina bridge and to be located above the Spadina Avenue road allowance south from Front Street West meeting the reconstructed Spadina Avenue to the north of Lakeshore Boulevard West, all as contemplated in Section 5.04 hereof;

(jjj) "NLP - Phase I" has the meaning set forth in Section 6.02(2);

(kkk) "NLP Retaining Wall" has the meaning set forth in Section 6.02(5);

(lll) "Northern Linear Park" means the proposed linear park immediately to the south of the Rail Corridor between Peter Street and Spadina Avenue, shown on Schedule "L" and being the lands designated as Parts 16, 18 and 19 On Schedule "S-1" hereto, together with Parts 70 and 71 on Schedule "S-1" hereto in the event such Parts 70 and 71 are not required by CN for Peter Street or the Peter Street Bridge;

(mmm) "Notice of Acceptance" has the meaning set forth in Section 3.11(1);

(nnn) "Notice to Correct Work" has the meaning set forth in Section 3.09;

(ooo) "OMB" means any panel of the Ontario Municipal Board duly constituted under the Ontario Municipal Board Act, R.S.O. 1980, as amended, or any panel duly constituted under such successor legislation to the Ontario Municipal Board Act as may be in force in the Province of Ontario from time to time;

(ppp) "OMB Hearing" means the hearing of the OMB to consider approval of the Stadium Precinct By-law;

(qqq) "Order Date" means the date of issuance of the order of the Ontario Municipal Board in respect of approval of the Stadium Precinct By-law;

(rrr) "Park Development Costs" has the meaning set forth in Section 7.05(1);

(sss) "Park Improvements" means the Park Infrastructure to be constructed as part of the development of the Stadium Precinct as set forth in Articles VI and VII;

(ttt) "Park Infrastructure" means the Parks Improvements for each of the Parks, John Street Corridor, CN Plaza and the John Street Park and the NLP Retaining Wall;

(uuu) "Park Lease" in respect to any lands intended to be conveyed to the City by CN as a Park means a lease from CN to the City of the surface and other rights to the lands required by the provisions hereof to be included in such lease for the purpose of creating, operating and maintaining a public park for Park Uses, such lease to be substantially in the form of the lease annexed hereto as Schedule "W" and in respect of any Park shall include the provisions of each such demise as provided in Article VI and VII to the extent they apply to the particular Park mentioned therein;

(vvv) "Parks" means Tower Park East, Tower Park West, Northern Linear Park, Southern Linear Park and Community Park;

(www) "Park Uses" has the meaning set forth in Section 6.08;

(xxx) "Park Work" means the construction and installation of the Park Infrastructure or any part or parts thereof;

(yyy) "Part II Plan" means the amendment No. 333 to the Official Plan for the City of Toronto for the Railway Lands which was enacted by the City on August 17, 1985 by By-law No. 610-85 including any amendments or modifications from time to time;

(zzz) "Pedestrian Walkway" means the pedestrian walkway to be constructed in accordance with Section 5.15;

(aaaa) "Permitted Encumbrances" with respect to any lands means as of any particular time all of the following encumbrances:

(a) liens for taxes, rates, assessments or governmental charges or levies not yet due and payable provided CN covenants to pay all such items;

(b) existing easements, rights-of-way, servitudes or other similar rights in lands or agreements (including, without in any way limiting the generality of the foregoing, rights-of-way and servitudes for sewers, drains, gas and oil pipelines, gas and watermains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables), granted to or reserved or taken by other persons, firms, corporations, utilities or other authorities which in the aggregate do not materially impair the usefulness of the lands for their intended purposes and would not prevent the City from legally accepting dedication or from assuming any Infrastructure Element or any of the Parks. If any such easements, rights-of-way, servitudes or other similar rights do legally prevent the City from accepting dedication or from assuming any interest in land, the City shall cooperate in using its powers of expropriation, to the extent that it is legally entitled, in order to remove any such matter, provided that CN indemnifies and saves the City harmless from all costs related to any such expropriation;

(c) the reservations, limitations, provisos and conditions, if any, expressed in any original

(d) this Agreement and the Environmental Agreement (provided that CN shall be responsible for complying with the provisions of such Agreements) and any other agreements relating to the development of the Railway Lands to which the City is a party;

(e) such development agreements, easements, restrictions, leases, licences and documents creating rights of third parties which CN may after the date hereof grant or enter into and which are expressly contemplated by this Agreement and where appropriate by nature of the obligations, rights or restrictions contained therein have been previously approved by the City (except that where such agreements, easements, restrictions, leases, licences and documents are encumbrances against any of the Streets in respect of which the City is legally unable to accept dedication, the terms of such agreements, easements, restrictions, leases, licences or documents shall provide for their termination on conveyance to the City) and where not expressly approved by the City which in the aggregate do not materially impair the usefulness of the lands for their intended purposes;

(f) defects or irregularities of title which are of a minor nature and which do not in the aggregate impair the value of the lands or interfere with the use thereof for their intended purposes, provided CN has used its reasonable efforts to remove or remedy such defects or irregularities and if such defects or irregularities cannot be removed or remedied, CN shall indemnify the City from any claims arising from such defects or irregularities;

(bbbb) "Peter Street" has the meaning set forth in Section 5.02(1)(a);

(cccc) "Peter Street Bridge" means the proposed new pedestrian and vehicular bridge comprising the extension of Peter Street south of Front Street West and crossing the Rail Corridor and other lands as shown on Schedule "A" hereto and to be located within the lands designated as Parts 60, 61 and 63 on Schedule "S-1" hereto and within Part 62 and Parts 64 through 70 inclusive if CN should determine in its opinon that it is necessary to include such additional lands, together with all necessary footings, pilings and supports some of which may be located on Parts 60 through 68 inclusive on Schedule "S-1" hereto;

(dddd) "Phase 1 Housing Lands" means the lands designated as Parts 3, 4, 6, 15, 18, 19, 24 and 25 on Schedule "S-2" hereto;

(eeee) "Planning Act" means the Planning Act, 1983, S.O. 1983, chapter 1, or such successor legislation as may be in force in the Province of Ontario from time to time;

(ffff) "Precincts" means the areas identified as precincts shown on Map E to the Part II Plan, which areas are therein recognized as suitable for independent development in accordance with the policies and provisions of the Part II Plan, as such areas may be altered by amendment to the Part II Plan (including the proposed amendment to realign the precinct boundaries so that Precinct A (being the Stadium Precinct herein) will be as shown on Schedule "Q" hereto) or as permitted by Section 11.5 of the Part II Plan;

(gggg) "Precinct Plan" means the document containing in graphic and written form the information required by Section

11.7 of the Part II Plan for each precinct and for the Stadium Precinct the information required by Section 11.12 of the Part II Plan, and which for the purposes of the Stadium Precinct is the document entitled "Railway Lands, Precinct 'A' By-law, Supporting Documentation dated September 1985" prepared by IBI Group as it may be amended from time to time in accordance with the Part II Plan and as amended by this Agreement;

(hhhh) "Primary Streets" means the streets shown as Primary Streets on Appendix D to City of Toronto By-law 612-85, excluding that portion of the unnamed north/south street between Portland Street and Bathurst Street north of Esplanade and south of the Rail Corridor;

(iiii) "Prime Rate" shall be deemed to mean the lesser of the minimum lending rate of the Canadian Imperial Bank of Commerce for Canadian dollar commercial loans to its prime commercial customers at Toronto, Ontario, as the same may be varied by announcement of the said bank from time to time or the actual cost of CN Real Estate division of CN of borrowing funds from time to time, with such cost to be evidenced by a letter to the City from CN's independent auditors. Wherever in this Agreement either party is responsible for interest, the parties agree that such interest shall be compounded monthly;

(jjjj) "Progress Certificate" has the meaning set forth in Section 3.08;

(kkkk) "Pumping Station" has the meaning set forth in Section 6.03(7);

(llll) "Rail Corridor" means the lands owned by TTR forming part of the Railway Lands and used as a rail corridor for rail traffic, shown as Parts 39, 40, 49 through 59 inclusive and 116 on Schedule "S-1" hereto and Parts 9, 14, 24, 27 and 30 on Schedule "S-2" hereto;

(mmmm) "Railway Lands" means the lands in the City of Toronto shown within the solid dark line on Map B to the Part II Plan;

(nnnn) "Release Date" has the meaning set forth in Section 6.01(7);

(oooo) "Replacement Value" means the cost of repairing, replacing or reinstating any item of property with materials of like kind and quality on the same or similar site without deduction for physical, accounting or any other depreciation;

(pppp) "Royal" means the Royal Bank of Canada;

(qqqq) "Security" has the meaning set forth in Section 3.13;

(rrrr) "Simcoe Street Tunnel" means the extension of Simcoe Street southerly from Front Street West to the south side of the Rail Corridor by way of a tunnel underneath the Rail Corridor and being within Parts 45, 46, 47, 50, 51 and 120 on Schedule "S-1";

(ssss) "SLP Lands" means the lands described in Section 6.03;

(tttt) "Southern Linear Park" means the proposed linear park immediately to the north of Lakeshore Boulevard West shown on Schedule "L" hereto and to be within the lands designated as Parts 1, 6, 11 and 12 on Schedule "S-1" hereto;

(uuuu) "Spadina Avenue Improvements" means the improvements to Spadina Avenue proposed as a Metro project to be constructed in accordance with Section 5.03(2) hereof, and to include without limitation the New Spadina Avenue Bridge;

(vvvv) "Spadina LRT" means the light rail rapid transit proposed for Spadina Avenue;

(wwww) "Stadium" means the urban stadium and multi-purpose facility (as permitted by by-law) to be constructed by the Stadium Corporation within the Stadium Precinct, together with all accesses and contiguous amenities thereto;

(xxxx) "Stadium Corporation" means The Stadium Corporation of Ontario Limited, incorporated pursuant to the laws of the Province of Ontario, and its successors and assigns;

(yyyy) "Stadium Infrastructure Elements" means the Infrastructure Elements to be constructed prior to the Stadium Opening Date and listed in Section 5.01(2) hereof;

(zzzz) "Stadium Opening Date" means the date on which the Stadium is scheduled to be opened to the public for commercial operation as a substantially completed urban stadium and multi-purpose facility as such scheduled date may be rescheduled to a different date from time to time by a notice or announcement from The Stadium Corporation or its authorized representatives;

(aaaaa) "Stadium Precinct" means the precinct within the Part II Plan shown as Precinct "A" on Schedule "Q" hereto;

(bbbbb) "Stadium Precinct By-law" means the proposed zoning by-law of the City of Toronto permitting development within the Stadium Precinct in accordance with the Part

II Plan in the form attached hereto as Schedule "V", subject to amendments approved by the City and CN;

(ccccc) "Station Street" means the lands designated as Parts 42, 43 and 44 on Schedule "S-1" hereto;

(ddddd) "Station Street Condition" has the meaning set forth in Section 6.01(7);

(eeeee) "Storm Sewers" means the storm sewers shown on Schedule "C" hereto to be constructed as part of the Infrastructure and included in the Municipal Services;

(fffff) "Streets" means Peter Street, the Unnamed Street, the Unnamed Cul-de-sac, John Street, Esplanade and Loop Street;

(ggggg) "Tower Park East" means the proposed park shown as Tower Park East on Schedule "I" (Phase I to be completed by the Stadium Opening Date) and Schedule "I" (Phase II to be completed at a future date after the occurrence of certain events) and being the lands designated as Parts 34, 35 and 36 on Schedule "S-1" hereto;

(hhhhh) "Tower Park West" means the proposed park shown as Tower Park West on Schedule "I" (Phase I to be completed by the Stadium Opening Date) and Schedule "I" (Phase II to be completed at a future date after the occurrence of certain events) and being the land designated as Parts 31 and 32 on Schedule "S-1" hereto;

(iiiii) "TPE Lands" means the lands described in Section 6.06;

(jjjjj) "TPW Lands" means the lands described in Section 6.05;

(kkkkk) "TPW Lease" has the meaning set forth in Section 6.05(2);

(lllll) "TTR" means The Toronto Terminals Railway Company, a railway company jointly owned by CN and CP and its successors and assigns;

(mmmmm) "Unnamed Cul-de-sac" has the meaning ascribed thereto in Section 5.02(1)(c);

(nnnnn) "Unnamed Street" has the meaning ascribed thereto in Section 5.02(1)(b); and

(ooooo) "Utilities" means the gas, hydro, telephone, cable television and other utilities to be provided in the Stadium Precinct;

(ppppp) "Warranty Period" has the meaning set forth in Section 3.11(2);

(qqqqq) "Work" means the construction and installation of the Infrastructure or any part or parts thereof.

Section 1.02 - Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract.

Section 1.03 - Interpretation Not Affected by Headings

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

Section 1.04 - Severability

If any provision of this Agreement or portion thereof or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, (i) the remainder of this Agreement or the application of such provision or portion thereof to any other person or circumstance shall not be affected thereby, and (ii) the parties hereto will negotiate in good faith to amend this Agreement to implement the intentions set forth herein. If the parties cannot agree on an appropriate amendment, either party may refer the matter for determination by arbitration in accordance with Article IX hereof. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 1.05 - Amendment

This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part except by written amendment by the parties hereto, and no waiver of any of the provisions of this Agreement shall be deemed or shall constitute waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless expressly otherwise provided in writing.

Section 1.06 - Schedules

The schedules attached hereto are incorporated into this Agreement by reference and are deemed to be a part hereof. The parties acknowledge that the Schedules reflect the intention of the parties hereto based on preliminary designs and are subject to further refinement based on more detailed information being made available. The schedules attached hereto are as follows:

Schedule "A" - Streets available for Stadium Opening - Temporary Condition - High Line in Place

Schedule "B" - Streets available for Stadium Opening - Permanent Condition - Hi Line Removed

Schedule "C" - Services

Schedule "D" - Bus Parking

Schedule "E" - Typical Road Cross Sections

Schedule "F" - General Streetscape

Schedule "G" - Streetscape Details

Schedule "H" - CN Plaza

Schedule "I" - John Street Corridor Tower Park East and West - Phase One at Stadium Opening

Schedule "J" - John Street Corridor Tower Park East and West - Phase Two - Ultimate Development

Schedule "K" - John Street Park

Schedule "L" - Linear Park and High Line Berm Park

Schedule "M" - Pedestrian System - Options

Schedule "N1" "N2" "N3" "N4" "N5" - Infrastructure Phasing Schedule

Schedule "O" - Names of Streets

Schedule "P" - Location of Intersections

Schedule "Q" - Overall Infrastructure - Temporary Condition - High Line Removed

Schedule "R" - Overall Infrastructure - Permanent Condition - High Line Removed

Schedule "S-1" Schedule "S-2"	-	Draft Reference Plans
Schedule "T"	-	Cost Allocation Table
Schedule "U"	-	TTR Letters
Schedule "V"	-	Stadium Precinct By-law
Schedule "W"	-	Archaeological Strategy Document
Schedule "X"	-	1% for Art Guidelines
Schedule "Y"	-	Standard Park Lease
Schedule "Z"	-	Standard Street Lease

Section 1.07 - Draft Reference Plans

Schedules "S-1" and "S-2" annexed hereto are draft reference plans. Upon their registration, all references to such Schedules in this Agreement shall be deemed to refer to the corresponding parts on the respective reference plan. In the event that any of such reference plans are not deposited by the time any of the conveyances are called for under this Agreement, the parcels will be conveyed in accordance with proper registrable legal descriptions of the parts shown on the Schedules, which descriptions will be provided by CN.

Section 1.08 - Memorandum of Conditions

This Agreement supersedes and replaces the Memorandum of Conditions in respect of the Stadium Precinct. CN agrees that prior to the Order Date CN shall deliver to the City an unqualified letter authorized by its Board of Directors confirming the provisions of the Memorandum of Conditions together with a certified copy of the corporate resolutions authorizing such a letter. If such letter and certified resolution from CN are not delivered prior to the Order Date, the City shall be entitled to request a delay in the issuance of the OMB order pending receipts of such items in a satisfactory form.

ARTICLE II

TERM

Section 2.01 - Commencement Date

This Agreement shall commence on the date of execution hereof by both parties, but shall impose no liabilities or obligations upon either CN or the City to proceed with the development of the Stadium Precinct in the manner required by this Agreement or any other liabilities or obligations unless and until each of the following three events has occurred:

(a) the Part II Plan has fully, finally and actually come into force;

(b) the Railway Lands Zoning By-law (611-85 and 612-85) and Stadium Precinct By-law have fully, finally and actually come into force; and

(c) the covenants and obligations of the City under this Agreement required to be approved by the OMB have been approved by the OMB with all periods of appeal therefrom having expired and the City having duly executed this Agreement.

On the date that the last of the above three events occurs (the "Commencement Date"), each of the parties hereto shall become bound by all of the obligations and liabilities hereof, provided always that CN and the City agree that CN may elect, by notice in writing to the City, to waive the requirement that the events described in subclauses (a) and (b) above must occur before its obligations and liabilities under this Agreement becomes binding upon it, and upon receipt by the City of the notice in writing from CN electing to waive either (a) or (b) or both (a) and (b), as the case may be, then those events so waived shall be conclusively deemed to have occurred for the purpose of determining the Commencement Date. At the request of either CN or the City, both parties will execute a joint acknowledgment as to the date of occurrence of the Commencement Date. For clarity and notwithstanding the foregoing, CN and the City acknowledge that certain obligations or liabilities must be completed in accordance with their terms prior to the Commencement Date and CN and the City agree that such obligations or liabilities are binding on CN and the City upon execution of this Agreement by CN and the City. CN agrees that upon execution of this Agreement by CN, the City shall be allowed a reasonable period of time after reaffirmation of the Stadium Precinct By-law but not later than fourteen (14) days prior to the Hearing Date to execute this Agreement and during such time, CN's execution shall be irrevocable by it.

Section 2.02 - Prior Work

Notwithstanding that all of the provisions of this Agreement may not have become binding upon the City and CN in accordance with Section 2.01, CN may, at its option, exercisable by written notice to the City, elect to proceed at its sole risk and expense (without claim for damages against the City in respect thereof) with the provision of facilities and matters set out in this Agreement. In such event all such Work which CN elects to perform shall be performed by CN in accordance with the requirements of this Agreement and CN shall bear all costs thereof until such time as the Commencement Date occurs. The City shall cooperate with CN in its provision of such facilities and matters and shall respond to and process all requests for comments and necessary approvals in the manner contemplated by this Agreement.

Upon the Commencement Date the City shall make any payments to CN which would have been required by this Agreement if it had been binding upon the City at the time the Work was done.

Section 2.03 - Failure of OMB to Approve Zoning and/or Funding Arrangements

(1) The parties recognize the covenants made by the City in this Agreement and its obligations and liabilities hereunder are not binding upon the City unless and until the covenants and obligations of the City under this Agreement required to be approved by the OMB have been approved by the OMB and all periods of appeal therefrom have expired and this Agreement has been authorized to be executed by City by-law. The City will and does hereby covenant to use every reasonable effort to obtain with CN's full cooperation the occurrence of the events referred to in Section 2.01 and any approvals necessary from the OMB or pursuant to the applicable legislation to allow the City to bind itself to the covenants set out in this Agreement, provided that in no event shall the City or CN be required to assume any financial obligations arising from any such approvals or legislation, save as specifically contemplated by this Agreement.

(2) Neither CN nor the City will be required or obliged to accept any modified version of the Agreement which the OMB or any other authority may impose and until the Agreement is approved in its entirety by the OMB, both CN and the City shall (notwithstanding the provisions of Section 1.04 hereof) have the option within forty-five (45) days of any such final decision of the OMB requiring CN or the City to accept any modified version of the Agreement as a term of the final order by the OMB of notifying the other party in writing of its election to treat the Agreement as being null and void

and the Agreement will, upon receipt of such notice, be terminated. In that case, any leases, deeds or other conveyances shall be released from escrow to the grantors thereof. If neither party exercises its option to terminate this Agreement within the said time limit, both parties shall be deemed to have accepted any such modifications imposed by the OMB or other authority.

(3) Both CN and the City shall (notwithstanding the provisions of Section 1.04 hereof) also have the option, in the event that one or more clauses or parts thereof of the Agreement are not approved by the OMB, of accepting modifications proposed to respond to any such OMB concerns or waiving such clauses or parts in question in their entirety within forty-five (45) days of the final decision of the OMB, in which latter case the clauses or parts in question will be deemed to have been so modified or so severed and deleted from the Agreement and the Agreement as so amended will, in either case, be in full force and effect upon receipt of both CN's and the City's written election in this regard together with receipt by the City of CN's Security as required by Section 3.13 herein. If the parties cannot agree on modifications or if both parties do not elect to waive such clauses within the said time limit, this Agreement shall be treated as being null and void and the Agreement, will, upon expiry of the said time limit, be terminated. In that case, any leases, deeds or other conveyances shall be released from escrow to the grantors thereof.

Section 2.04 - Amendments to Zoning

(1) This Agreement will, in any event, terminate and all obligations of CN and the City under it shall cease to

exist, neither party shall be responsible for any damages and any deeds, leases or other instruments then held in escrow shall be returned to the respective grantors, upon coming into effect on or before the Commencement Date of a by-law amending the Stadium Precinct By-law to which amendment CN does not indicate its consent in writing.

(2) The City acknowledges that CN has entered into this Agreement and the obligations hereunder based on the development rights permitted by the Stadium Precinct By-law, but in no event shall this Section 2.04(2) be the basis for an action for damages by CN against the City.

ARTICLE III

DEVELOPMENT OF INFRASTRUCTURE - PUBLIC WORKS SECTIONS

Section 3.01 - Responsibility of CN - Generally

CN covenants and agrees to construct the Infrastructure in the manner and within the time provided for in this Agreement. CN shall have the overall responsibility for the design and construction of all Infrastructure provided that all such design and construction shall be carried out in accordance with the provisions hereof. CN acknowledges that notwithstanding any approval, inspection or other review of the design and construction of any Infrastructure Element by the City, including without limitation, by the Commissioner of Public Works, CN shall not be released of its responsibility for ensuring that the design and construction conforms to the Approved Standards and Specifications.

Section 3.02 - Appointment of Consulting Engineer

(1) CN will retain one or more qualified and experienced municipal engineers or firms of municipal engineers (each such engineer or firm of engineers so retained in respect of any portion or portions of the Infrastructure to be hereinafter referred to in respect of such portion or portions of the Infrastructure as the "Consulting Engineer") to undertake the following responsibilities respecting any portion or portions of or all of the Infrastructure for which such engineer or firm of engineers was retained:

(a) to co-ordinate any necessary engineering, geological, and hydrological investigations, and to be responsible for the retention of engineering firms required for ancillary services and preparation and submission of ancillary or specialized engineering reports, provided that notwithstanding the retention of any such engineering firm for ancillary or specialized purposes, the Consulting Engineer shall have the primary responsibility to the City to ensure that the design and construction of the Infrastructure is in conformity with all of the provisions of this Agreement including without limitation the Approved Standards and Specifications and the responsibility to advise the Commissioner of Public Works of any deficiency of which the Consulting Engineer is aware in the Approved Standards and Specifications;

(b) to prepare designs, including the incorporation of all required geological, environmental and hydrological aspects for the Infrastructure;

(c) to prepare and furnish all required drawings and specifications for the Infrastructure;

(d) to review and approve the necessary contract(s) for the Infrastructure;

(e) to obtain the necessary approvals in conjunction with the City or Metro or other applicable authority for the Infrastructure;

(f) to provide the field layout, the contract administration and the full-time supervision and inspection of the construction for the Infrastructure;

(g) to maintain records of all phases of the construction and upon completion advise the City and Metro, where applicable, of all construction changes and final measurements thereof and to prepare final "as-constructed" drawings of the Infrastructure in the form required by the Commissioner of Public Works and deliver such drawings to the City and Metro;

(h) to provide co-ordination and scheduling to comply with the construction and maintenance timing provisions of this Agreement;

(i) to act as CN's representative in all matters pertaining to the supervision and construction of the Work;

(j) during design of a proposed Work, to furnish the Commissioner of Public Works and, where applicable, the Commissioner of Planning and Development and the Commissioner of Parks and Recreation with a certified grading plan with respect to such Infrastructure

Element, certifying the proposed Work is in conformity with the overall grading, municipal servicing and environmental requirements;

(k) following construction of a proposed Work, to furnish the Commissioner of Public Works and, where applicable, the Commissioner of Planning and Development and the Commissioner of Parks and Recreation for each Infrastructure Element, a certificate with respect to the final grading, certifying that the finished Infrastructure Element and grading elevations have been found to be in conformity with the certified grading plan furnished in (j) hereof or as otherwise approved by the Commissioner of Public Works or the Commissioner of Parks and Recreation;

(l) following construction of a proposed Work, to furnish the Commissioner of Public Works and, where applicable, the Commissioner of Parks and Recreation and Metro, with a certificate stating that all of the Work has been completed in accordance with the Approved Construction Drawings and the provisions of this Agreement;

(m) to ensure that the utilities, such as telephone, natural gas, cable T.V., hydro and others, are located in the road allowance in accordance with the plans approved by the Commissioner of Public Works and consistent with the principles established by the Public Utilities Co-ordination Committee of the City;

(n) to retain landscape architects who are full members in good standing with the Ontario Association of Landscape Architects with expertise in streetscape design and construction, to prepare and furnish streetscape plans as and when required by the Commissioner of Public Works, the Commissioner of Parks and Recreation and the Commissioner of Planning and Development and to their satisfaction;

(o) to co-ordinate the development and construction of the Infrastructure with the investigating and reporting requirements arising from the Environmental Agreement and generally to co-operate with the Environmental Consultant as defined in the Environmental Agreement; and

(p) to perform such other work as may be contemplated by this Agreement or as may be approved by the Commissioner of Public Works.

(2) Each Consulting Engineer shall be selected by CN from a list submitted to and approved by the Commissioner of Public Works. In the event CN wishes to retain a Consulting Engineer not on the approved list, CN will seek the approval of the Commissioner of Public Works regarding the expansion of the list for such purpose.

(3) The Consulting Engineer shall, upon request of the Commissioner of Public Works, designate by written notice given to the City the principal of the Consulting Engineer with whom the City shall be entitled to deal with in all respects for matters relating to the Consulting Engineer's functions under this Agreement, until a new designation is received by the City.

(4) CN shall file with the Commissioner of Public Works true copies of all agreements by which each Consulting Engineer has been engaged.

(5) CN shall not terminate nor permit the termination of an agreement pursuant to which a Consulting Engineer has been engaged nor amend or alter it nor permit it to be amended or altered in such a way that the obligations of the Consulting Engineer to supervise the carrying out and completion of the Work as contemplated by Section 3.02(1) hereof and to issue its certificate in respect thereof are reduced or otherwise altered substantially, nor engage nor permit to be engaged any Consulting Engineer other than those mentioned in subsection 3.02(2) herein, in each case without the prior written approval of the Commissioner of Public Works.

Section 3.03 - Standards of Construction

(1) The parties recognize and acknowledge that all Infrastructure Elements are to be designed and constructed to the standards and specifications (the "Approved Standards and Specifications"), conforming generally to the published standards and specifications as may be applicable from time to time to public works in the City of Toronto at the date of the approval by the Commissioner of Public Works of the construction drawings for each Infrastructure Element of a size, function and capacity required to service the Stadium Precinct or other precincts within the Railway Lands where the Commissioner of Public Works requires such Infrastructure Element to serve such other precincts and such oversizing as may be required by the Commissioner of Public Works to service lands outside the Railway Lands, provided that the City shall be responsible for such oversizing costs relating to lands outside the Railway Lands. When applying the Approved Standards and Specifications, the Commissioner of Public Works shall consider the standards and specifications set forth in the Schedules hereto, but CN acknowledges that the Schedules are preliminary designs only.

(2) Where such general published City standards and specifications are applicable, the design of the Infrastructure Elements shall apply such standards and specifications to the satisfaction of the Commissioner of Public Works as appropriate to complete the Infrastructure as herein contemplated. The City shall promptly upon request by CN deliver to CN complete information regarding the generally applicable City of Toronto published standards and specifications for public works of a size, function and capacity comparable to the Infrastructure, which published standards include the following publications:

- City of Toronto Department of Public Works - Specifications for the Construction of Watermains - Edition No. 10, January 1986.
- City of Toronto Department of Public Works - Specifications for the Construction of Sidewalk, Pavement and Curb - Edition No. 10, January 1986.
- City of Toronto Department of Public Works - Specifications for the Construction of Sewers - Edition No. 10, January 1986.

In the case of streetscape designs, the details shall generally be in accordance with standards published from time to time by the Departments of Public Works and Planning and Development.

(3) Notwithstanding the reference to the above-noted publications, it is acknowledged by CN that such standards may be revised at any time and from time to time.

CN agrees that the Commissioner of Public Works may alter such standards at any time prior to the completion of any Infrastructure Element; provided that if any changes to the Approved Construction Drawings are requested by the Commissioner of Public Works after the date that a contract for the work referred to in such Approved Construction Drawings has been entered into by CN, the City shall be responsible for all additional costs, if any, that result from such change payable in the same manner as the City Infrastructure Costs.

(4) In the event that there are no published standards and specifications or if the published standards and specifications are incomplete for any Infrastructure Element, the Approved Standards and Specifications for such purposes shall be in accordance with sound principles and the then generally accepted techniques of municipal engineering and construction applicable to the City of Toronto as may be determined by the Commissioner of Public Works.

Section 3.04 - Construction Drawings

(1) The Consulting Engineer in respect of each portion of the Infrastructure shall prepare construction drawings for each Infrastructure Element required to be provided under this Agreement in accordance with the Approved Standards and Specifications and otherwise in accordance with the provisions of this Agreement and shall affix his seal and signature to each such construction drawing.

(2) CN confirms that while there will be more than one Consulting Engineer relating to the Infrastructure, CN intends to co-ordinate the submission of all preliminary engineering design, final engineering design, preliminary construction

drawings and final construction drawings through one consultant retained by CN at its expense, with the intent being that such private consultant will co-ordinate with the Commissioner of Public Works and each Consulting Engineer an agreed schedule for submission of the various stages of the design and drawings, having regard to the then proposed schedule for completion of each Infrastructure Element in order that the Commissioner of Public Works will have a reasonable and adequate period of time to review all such designs and drawings. Both CN and the City shall make every reasonable effort to satisfy the time limits set forth in any agreed submission schedule and if such time limits are not satisfied, the parties shall review the Infrastructure Phasing Schedule relating to construction of any such Infrastructure Element affected by delays in the said submission Schedule.

(3) The proposed final construction drawings and tender package for each Infrastructure Element shall be delivered to the Commissioner of Public Works for approval at least thirty (30) days prior to the giving of notice requesting bids for public tender for the construction of the Infrastructure Element. The Commissioner of Public Works shall within a reasonable time of the delivery of any such construction drawings and tender package to him either:

(a) return to CN a copy of the construction drawings bearing his approval indicating that the construction drawings are acceptable to him, or

(b) return to CN a copy of the construction drawings together with a written indication of the alterations or additions to the construction drawings which would render the construction drawings acceptable to him.

Construction drawings which are either returned to CN pursuant to clause (a) above or which are returned to CN by the Commissioner of Public Works after CN has incorporated the alterations or amendments arising pursuant to clause (b) above shall be deemed to be and are hereafter referred to as "Approved Construction Drawings".

(4) If any changes are required to Approved Construction Drawings as a result of site conditions after commencement of construction, the Consulting Engineer shall notify the Commissioner of Public Works promptly of the site conditions and request approval of the suggested changes, or CN may request the approval of the Commissioner of Public Works directly. The Commissioner of Public Works shall consider and respond to any such request within a reasonable time after request, having regard to the prevailing conditions and circumstances. If the Consulting Engineer is of the opinion that there is an emergency arising with respect to any Infrastructure Element by reason of which there is an imminent risk to life, safety or property, CN may, upon such notice, if any, to the Commissioner of Public Works as may be reasonably possible in the circumstances, perform such work, as may be necessary to avoid such imminent risk. CN shall forthwith give to the Commissioner of Public Works written notice setting forth the nature of the emergency and specifying the work performed. CN ackowledges that notwithstanding the performance by CN of any work arising from an emergency, all changes to the Approved Construction Drawings shall require the approval of the Commissioner of Public Works. CN agrees that any remedial work required as a result of the Commissioner of Public Works not approving the manner in which such emergency work has been performed shall be made to such Infrastructure Element.

(5) In the event that the Commissioner of Public Works determines that any changes are required to the Infrastructure as a result of any requirements of Metro or any authority or as a result of any servicing requirements of any portion of the Railway Lands, such changes shall be incorporated in a reasonable manner having regard to their purpose timing, cost sharing, where appropriate, and as to all other material implications in respect thereof. Neither CN nor the City shall be responsible for the costs of such changes except where they otherwise expressly agree.

Section 3.05 - Contractors

(1) In the case of any Infrastructure Element to the cost of which the City is required to contribute pursuant to the provisions of Schedule "T" hereof, CN will follow a public tendering process similar to that normally followed by the City for similar City projects as advised by the Commissioner of Public Works. Unless the lowest tender is selected by CN, CN shall obtain in addition to the requirements of Section 3.05(3) hereof the approval of the Commissioner of Public Works before retaining any contractor for any shared cost Infrastructure Element.

(2) Subject to the terms of this Agreement including without limitation the provisions of Section 3.05(1) and 3.05(3) hereof, CN shall have complete control and discretion over all matters relating to the construction of the Infrastructure, including the division of the Work into as many separate construction contracts as may seem appropriate to CN, the preparation of tender documents, the calling of tenders, the selection of contractors, the right to retain and terminate contractors and all other aspects of construction. CN shall, for any Infrastructure Element in

which the City is not cost sharing and which is a substantial contract (which for the purposes of this Agreement shall be any contract, including any usually anticipated extras, in excess of $50,000.00), follow its normal prequalified tendering process, which will include a forum for consideration and opening of tenders at which there is present a representative of CN, a representative of the City and the Consulting Engineer. The Consulting Engineer will in all cases deliver a report to CN and the City as to his recommendations for acceptance of any tender.

(3) CN shall not let any contract for the performance of the Work in which the City is cost sharing pursuant to the terms of this Agreement until the form and provisions of the contract, the contractor's guarantees and the contractor have been first approved by the Commissioner of Public Works, which approval shall not be unreasonably withheld. All contracts (whether or not cost shared by the City) shall provide that representatives of the Commissioner of Public Works may inspect the construction of all work under the contracts. Prior to the commencement of the Work, CN shall file with the Commissioner of Public Works true copies of all contracts (including all Schedules and drawings) for the Work (whether or not cost shared by City) and a list identifying the subcontractors proposed to be engaged.

(4) CN shall, if it terminates or permits the termination of any agreement pursuant to which a contractor is obliged to carry out and complete the Work or a portion thereof or amends or alters such agreement or permits it to be amended or altered in such a way that the obligations of such a contractor are reduced or otherwise altered substantially, or engages or permits the engagement of any contractor other than the contractor or contractors named in the agreement or

agreements delivered to the Commissioner of Public Works or any subcontractor other than the subcontractors so identified on the list referred to in Section 3.05(3), give written notice thereof to the City and CN shall obtain the consent of the Commissioner of Public Works to any such termination, amendment, alteration or hiring, provided nothing herein shall be contrary to the requirements of this Agreement or the Approved Construction Drawings.

(5) CN shall not commence to carry out any portion of the Work on an Infrastructure Element without first having obtained Approved Construction Drawings for such portion of the Work in accordance with the provisions hereof and then giving reasonable prior written notice that it intends to do so to the Commissioner of Public Works with such notice to specify the anticipated date of commencement of the Work on such Infrastructure Element.

(6) CN shall perform, or cause to be performed, from time to time as it carries out the Work, such tests as may be required by the Commissioner of Public Works prior to and during construction of any Infrastructure Element and shall provide to the City copies of all reports made in connection with such tests. Subject to any additional tests required by field conditions not contemplated at the time of any approvals to construction drawings or emergency situations, the City shall advise CN of all such tests at the time the Commissioner of Public Works gives his approval to construction drawings pursuant to Section 3.04.

Section 3.06 - Construction Lien Act

(1) CN as it carries out and completes the Work shall hold back from any persons supplying services or materials respecting

the Work, such amounts as a person would be required to hold back in accordance with the Construction Lien Act, 1983, S.O. 1983, Chapter 6 (hereinafter referred to as the "Construction Lien Act"), for such time periods as would be required to be held back pursuant to the Construction Lien Act (such amounts hereinafter referred to as the "Holdbacks");

(2) In the event that the City is liable for a lien pursuant to the Construction Lien Act, or any successor statute, with respect to any interest in lands conveyed or to be conveyed to the City pursuant to this Agreement, then the amount of any monies required to be paid by the City to CN in connection with any of the Work may, at the option of the City, be utilized for payment to any such lien claimants;

(3) Following the period that any of the Holdbacks may be released if such Holdbacks were being held pursuant to the Construction Lien Act, then such Holdbacks may be released by CN to the relevant contractors supplying the services or materials with respect to which any such Holdbacks were made;

(4) In the event that the City incurs any costs or expenses involving payments into court to remove liens or involving defending any actions taken by any party under the Construction Lien Act in connection with any portion of the Work, such costs and expenses shall be paid by CN to the City on demand unless such costs and expenses arose as a result of a payment default by the City relating to such portion of the Work. The City may, in addition to exercising any other remedies it may have, apply to any amounts claimed by the City pursuant to this Section 3.06 any amounts owing by the City to CN pursuant to any other provision of this Agreement. The City shall promptly notify CN of any such actions upon

receipt of notice thereof and shall permit CN at its sole expense to have the carriage of any defence in connection therewith, provided that CN shall indemnify and save the City harmless from any and all costs, expenses and liability whatsoever arising in connection with such action and provided further that the City Solicitor is satisfied that the City's interests are being adequately protected. Nothing in this Section 3.06(4) shall reduce the City's obligations hereunder concerning payment of the City Infrastructure Cost.

Section 3.07 - Inspection

CN shall permit inspectors employed, engaged or appointed by the City to have access to and carry out inspections with respect to the Work as, when and where the Commissioner of Public Works deems advisable and without the necessity of any prior notice, provided such inspectors shall provide appropriate identification upon request.

Section 3.08 - Progress Certificates

As the Work progresses, each Consulting Engineer will issue to CN and to the City progress certificates in respect of that portion of the Infrastructure for which such Consulting Engineer was retained ("Progress Certificates") on a monthly basis which shall state:

(a) the percentage of the Work which in the opinion of the Consulting Engineer has been satisfactorily completed with respect to each Infrastructure Element since the commencement of Work on such Infrastructure Element and the corresponding dollar value thereof;

(b) the amounts paid to date and the amounts due on each construction contract in respect of Work performed on such Infrastructure Element;

(c) the amount of any Holdbacks required under the Construction Lien Act or any other applicable legislation in respect of Work being performed on such Infrastructure Element;

(d) the cost to CN of the Consulting Engineer's services for the period covered by the certificate and a statement of the amount of the cost of the services which is attributable to such Infrastructure Element;

(e) the portion of the above costs allocated to each of CN and the City in respect of such Infrastructure Element;

(f) the amount payable by the City in respect of such Infrastructure Element performed to date and remaining unpaid; and

(g) the cost to complete such Infrastructure Element.

Section 3.09 - Deficiencies in Construction

(1) The City shall have the right at any time on or before the later of final assumption of any Infrastructure Element by the City or the expiry of the Warranty Period and delivery of the Final Acceptance Certificate referred to in Section 3.11 hereof to deliver to CN and to the Consulting Engineer retained in respect of such Infrastructure Element a notice in writing (hereafter referred to as a "Notice to Correct Work") stipulating any deficiency or default in the construction of any Infrastructure Element and stipulating

the manner in which the deficiency or default may be remedied, provided that the Consulting Engineer shall certify to the City the precise manner in which the default is to be remedied. Upon receipt of the Notice to Correct Work from the City, CN shall promptly remedy or cause to be remedied the deficiency or default in the manner stipulated in the Notice to Correct Work and as certified by the Consulting Engineer. If the deficiency or default arises from a failure to follow the Approved Construction Drawings or from unsound construction practices or from the negligent (whether by act or omission) execution and supervision of the construction contract or from failure to carry out the Work in accordance with this Agreement or from any default of CN (hereinafter referred to as a "CN Designated Failure"), CN shall be solely responsible for the cost of remedying such deficiency or default and in all other circumstances, such costs shall be shared as otherwise provided herein. CN acknowledges that its responsibility for the design and construction of the Infrastructure pursuant to Section 3.01 shall not be diminished in any way as a result of any Notice to Correct Work.

(2) If, at any time before any Infrastructure Element is conveyed to and assumed by the City, the Commissioner of Public Works is of the opinion that there is an emergency arising with respect to any Infrastructure Element by reason of which there is an imminent risk to life, safety or property, the City may, upon such notice, if any, to CN as may be reasonably possible in the circumstances, enter into and upon the CN lands and perform such work, repair and replace any Infrastructure Element and take any steps, as are required, in the sole opinion and discretion of the Commissioner of Public Works. The City shall forthwith give to CN written

notice setting forth the nature of the emergency and specifying the work performed.

(3) The City shall have the right to recover from CN, which shall be responsible and liable therefor (unless such work did not arise as a result of a CN Designated Failure, in which case such costs shall be shared as otherwise provided herein), the total cost to it, as calculated reasonably by the Commissioner of Public Works, of such emergency work performed and steps carried out pursuant to Section 3.09(2) herein, and CN agrees to pay the said sum forthwith upon receiving written notice requiring it to do so.

Section 3.10 - Enforcement of Construction Covenants by the City

(1) If, at any time before any Infrastructure Element is assumed by or conveyed to the City, CN is in breach of this Agreement because it:

(a) has carried out or is carrying out Work which is faulty, careless or otherwise not in accordance with this Agreement;

(b) has failed or is failing to repair or do again such Work so that it conforms with this Agreement;

(c) has failed in or abandoned the carrying out and completion of the Work;

(d) has carried out or is carrying out the Work in such a manner that:

(i) it will not complete on or before the Stadium Opening Date the Work required to be completed by the Stadium Opening Date pursuant to Section 5.01(2) hereof; or

(ii) it will not complete on or before the occupancy of any building on any Development Site the portion of the Work required in the opinion of the Commissioner of Public Works to service such Development Site;

When determining whether the Work referred to in this Section 3.10(1)(d) will be completed within such time limits, due regard shall be given to the times shown on the Infrastructure Phasing Schedule together with any other relevant factors;

(e) is otherwise in default of any obligation relating to the Work,

the Commissioner of Public Works may, at his option, deliver to CN written notice setting forth the particulars of such breach and requiring CN to remedy such breach within the reasonable time specified therein.

(2) CN shall forthwith upon receipt of such notice, carry out all steps required to remedy any breach within the reasonable time specified therein.

(3) In the event CN fails to comply promptly with a Notice to Correct Work delivered to it by the City pursuant to Section 3.09 and which CN is obligated to correct or in the event CN fails to comply promptly with any notice delivered to it by the City pursuant to Section 3.10(1) and which CN is

obligated to correct, the City may, in addition to and without prejudice to any other rights which it may have pursuant to this Agreement or otherwise at law, on written notice to CN, enter into and upon CN's lands and supply such materials, engage such consultants, contractors and workmen, and perform such work, repair and replace any work and take any steps, as are required, in the sole opinion and discretion of the Commissioner of Public Works, to carry out and complete the Work to the extent determined by the Commissioner of Public Works. To the extent that the City completes or remedies all or any portion of the Work, the Work shall be completed or remedied in accordance with the Approved Construction Drawings. In the event that there are no Approved Construction Drawings for the Infrastructure Element to which the Notice to Correct Work relates, the City shall, if it elects to proceed under this section, prepare all necessary construction drawings having regard for the factors set out in Section 3.03.

(4) The City shall have the right to recover from CN the total cost to the City, as calculated reasonably by the Commissioner of Public Works, of any work or steps performed pursuant to Section 3.10(3) herein. All such cost shall be shared in accordance with the provisions hereof except to the extent the cost of the Work is increased as a result of a CN Designated Failure. CN shall pay to the City the said sums owing by CN forthwith upon receiving written notice itemizing the said total cost to the City as determined in accordance with this Section 3.10(4). CN shall pay interest on any amounts owing to the City hereunder from the date of any payment by the City with interest to be calculated at the Prime Rate. The City may, in addition to exercising any other remedies it may have (including without limitation exercising its right to the Security as provided pursuant to

Section 3.13 herein), apply to any amounts owing by CN pursuant to this Section 3.10(4) any amounts owing by the City to CN pursuant to any other provision under this Agreement.

(5) If the City enters in and upon CN's lands pursuant to Section 3.07, 3.09 or 3.10 herein, it shall be deemed to do so solely as the agent of CN and without incurring any liability whatsoever, and such entry shall not be deemed, for any purpose, to constitute acceptance or assumption of the Work or any portion thereof.

(6) In the event that the City enters upon the lands and remedies or completes any Work pursuant to subsection (3) above and the amount of the Security then held by the City is not sufficient, in the opinion of the Commissioner of Public Works to reimburse the City for all amounts owing to the City pursuant to this Agreement, then the City may, in addition to exercising any other remedies it may have, collect CN's share of the total cost of the Work performed by the City (as calculated pursuant to Section 3.10(4) herein) pursuant to subsection (1) together with interest at the Prime Rate as taxes in respect of the Stadium Precinct lands owned by CN (save and except for the Stadium site during the term of any lease to The Stadium Corporation) as of the date of this Agreement with all such amounts to be payable as directed by City Council pursuant to section 325 of the Municipal Act.

Section 3.11 - Completion Certificate, Construction Warranty and Assumption

(1) Upon the completion of each Infrastructure Element to the satisfaction of the Consulting Engineer retained in respect

to such portion of the Infrastructure, such Consulting Engineer shall prepare a Completion Certificate in respect of that portion of the Infrastructure for which such Consulting Engineer was retained (the "Completion Certificate") and shall forward such Completion Certificate to CN and the City. The Completion Certificate shall include the following:

(a) the description of the Work in respect of which such Completion Certificate is given;

(b) confirmation that the Final Payment Certificate has been issued with respect to such Infrastructure Element;

(c) the certificate contemplated by Section 3.02(1)(l) hereof;

(d) a statement as to the date of completion of the Infrastructure Element;

(e) a complete set of drawings for each of the Infrastructure Elements as built showing final plan and profile locations of the Infrastructure Element, together with a complete consolidated set of drawings;

(f) the certified grading plans contemplated by Section 3.02(1)(j) and (k);

(g) a statement as to the total cost of the Infrastructure Element; and

(h) the Consulting Engineer's assessment of the allocation of the total cost as between CN and the City.

Within thirty (30) days of receipt of the Completion Certificate, the Commissioner of Public Works shall forward to the Consulting Engineer either: (i) a notice of acceptance (the "Notice of Acceptance") to the Completion Certificate accepting the Completion Certificate, in which case the Completion Certificate shall be deemed to be and is hereafter referred to as the "Approved Completion Certificate"; or (ii) a final list of deficiencies (the "Final List of Deficiencies") respecting the Infrastructure Element referred to in the Completion Certificate. Upon receipt of the Final List of Deficiencies, CN shall promptly remedy any defects or deficiencies contained therein and upon completion, the Consulting Engineer shall issue a new Completion Certificate. CN shall be solely responsible for the cost of remedying any defect or deficiency arising from a CN Designated Failure and in all other circumstances, the cost shall be shared as otherwise provided herein. Upon completion of the Final List of Deficiencies to the satisfaction of the Commissioner of Public Works, the Commissioner of Public Works shall issue a Notice of Acceptance and the new Completion Certificate shall be deemed to be the Approved Completion Certificate in respect of each Infrastructure Element referred to therein.

(2) CN shall correct or cause to be corrected at its own expense and to the satisfaction of the Commissioner of Public Works any defects or deficiencies in any Infrastructure Element appearing within a period (the "Warranty Period") of two (2) years after the Notice of Acceptance for an Approved Completion Certificate has been given in respect of such Infrastructure Element, together with any damage to any other Infrastructure Element resulting from any such corrections. Notwithstanding the fact that the Warranty Period may have expired for any Infrastructure Element, the City shall not be required to assume such Infrastructure Element if it is not

in good but used condition at the date of assumption. Neither the delivery of the Approved Completion Certificate nor payment thereunder shall relieve CN from this responsibility. Without in any manner reducing CN's obligations hereunder, the City shall give to CN prompt written notice of any observed defects. Without in any manner reducing CN's obligations hereunder, the City shall have the option, to be exercised in the sole opinion and discretion of the Commissioner of Public Works, of accepting any warranty (and the Security relating thereto) for any Infrastructure Element from the contractor of such Infrastructure Element, provided that such acceptance shall not be deemed to release CN of its warranty obligations herein.

(3) Upon expiry of the Warranty Period for each Infrastructure Element, CN shall arrange with the Commissioner of Public Works for a final inspection and testing as may be appropriate in the circumstances of each Infrastructure Element and shall deliver a final acceptance certificate (the "Final Acceptance Certificate") from the Consulting Engineer retained in respect of such portion of the Infrastructure in a form satisfactory to the Commissioner of Public Works confirming in the opinion of such Consulting Engineer that there are no defects or deficiencies in the Infrastructure Element referred to therein and upon receipt of such a certificate and provided that the Commissioner of Public Works is satisfied that there are no defects or deficiencies, the Commissioner of Public Works shall so advise CN in writing and the warranty shall expire for such Infrastructure Element. Upon expiry of the warranty, the balance of the Security then held by the City and relating to such portion of the Infrastructure shall be returned to CN or to the contractor, if applicable, within thirty (30) days of the

expiry of the Warranty Period for such Infrastructure Element, provided that there are no outstanding claims against the Security, no liens have been registered against such Infrastructure Element and all lien periods have expired under the Construction Lien Act.

(4) In the event that the City assumes any Infrastructure Element prior to the expiry of the Warranty Period, the warranty shall continue to apply for the balance of the Warranty Period.

(5) Upon an Approved Completion Certificate being obtained for any Infrastructure Element, the Commissioner of Public Works shall report to the City Services Committee with a recommendation that such Infrastructure Element be assumed by the City as soon as possible. CN and the City acknowledge their respective intentions that each Infrastructure Element be assumed as soon as possible following its completion. CN shall not be obliged to allow any of the Streets or the Parks to be used by the public until assumption of such Streets or Parks by the City, but if the matters required pursuant to Section 5.01(2) are not available to the public by the Stadium Opening Date, the City shall be entitled to exercise its rights pursuant to Section 5.01(3). CN acknowledges that once an Approved Completion Certificate is obtained for any portion of the Municipal Services and such portion of the Municipal Services is connected to City services, such portion of the Municipal Services shall be made available to the public and the City. CN shall convey any Infrastructure Element or any of the Parks prior to the assumption by the City.

Section 3.12 - Insurance

(1) CN shall be required to take out and keep in force or cause to be taken out and kept in force, only until assumption by

the City in respect of all Infrastructure Elements, comprehensive general liability insurance, in a policy having a form and with limits reasonably satisfactory to the City Treasurer, against claims for personal injury, death or property damage resulting from any accident or occurrence arising from the carrying out of the obligations of CN hereunder. Such insurance shall be at all times in an amount not less than $5,000,000.00 per occurrence and for the first five years after the Commencement Date not more than $10,000,000.00 per occurrence and thereafter no more than such reasonable amount as may be applicable for municipal construction contracts for work of a similar nature in the City of Toronto.

(2) The said general liability insurance policy shall name the City as an insured party and shall contain a cross-liability clause protecting the City against claims by CN as if the City were separately insured and protecting CN against claims by the City as if CN were separately insured, a waiver by the insurer of its rights of subrogation against the insured parties and a clause providing that the insurer will not cancel nor refuse to renew the said insurance without first giving the City thirty (30) days' prior written notice thereof.

(3) CN shall, before commencing any Work pursuant to this Agreement, deliver to the City a certificate from the insurer verifying that CN has obtained the said insurance policy and unless such coverage is included in the CN blanket insurance policy covering the matters referred to in this Section 3.12 and other properties of CN, CN shall deliver a copy of the said policy to the City.

(4) If at any time the City receives notice from the insurer that it has cancelled or refused to renew the said insurance, or that it intends to do so, or if the City otherwise determines to its sole satisfaction that the said insurance has lapsed, been cancelled or is about to lapse or be cancelled without renewal or replacement, the City may on written notice to CN and notwithstanding Section 11.01, as agent for and to the extent such insurance cost exceeds what would otherwise have been payable as a shared cost, at the sole cost and expense of CN, obtain insurance in accordance with this section. In such circumstances, the City shall be entitled either to obtain new insurance or add the necessary insurance coverage to the City's blanket insurance. CN shall forthwith upon receipt of written notice thereof from the City reimburse the City for the cost of the said insurance. Such insurance shall be cancelled by the City upon receipt of both a certificate of insurance as hereinabove required together with payment of any cost incurred by the City.

(5) CN agrees to maintain or cause to be maintained from time to time prior to the delivery by the Consulting Engineer of the Approved Completion Certificate in respect of any Infrastructure Element in the Stadium Precinct, insurance in respect of each such Infrastructure Element constructed or installed by or on behalf of CN pursuant to this Agreement which is normally insured by prudent owners from time to time to 100% of their Replacement Value against loss or damage by perils of "all risks" (being the perils from time to time included in the standard form of "all risks" policy issued by insurers from time to time) to the extent available and generally obtained from time to time by owners of commercial development properties in the City. Such policies shall in addition insure both the City and CN during phases of demolition and construction, as their interest may appear.

(6) Any insurance policy required under this section may be carried under blanket policies provided, however, that such policies and the amount thereof allocable to the Work shall comply with all other requirements of this section.

(7) CN shall duly and punctually pay or cause to be paid all premiums and other sums of money payable for maintaining any such insurance required to be obtained by or pursuant to this section. CN will produce to the City evidence of payment of premiums and other sums of money payable for maintaining such insurance not later than the due date thereof. All such premiums and other sums of money shall be included as costs of the Infrastructure to be allocated between CN and the City in proportion to their respective shares of the cost of the Infrastructure Element to which such insurance relates, or if such proportion cannot be calculated in the proportion of 75% to CN and 25% to the City, provided that such costs have been allocated in the policy specifically to the Work.

Section 3.13 - Performance Bond

(1) In order to satisfy the City that sufficient funds are at all times available to pay CN's portion of the cost of the Infrastructure, CN shall, after the Commencement Date and prior to commencement of the excavation and construction of the Infrastructure (which for clarity excludes the demolition of the Pumping Station and construction of the New Pumping Station), deliver to the City a performance bond or performance bonds (hereinafter referred to as the "Security") issued by a recognized bonding company actively carrying on business in Ontario and approved by the City Treasurer and in a form satisfactory to the City Solicitor and ensuring full performance of the obligations of CN in respect of construction of the Infrastructure except for the cost of the Unnamed Cul-de-sac. The Security relating to the Unnamed Cul-de-sac shall be delivered to the City at the time the Development Review Process for the proposed development referred to in Section 5.02(3) is completed with an executed

agreement. The form of the bond shall reflect the timing requirements of completing any Infrastructure Element as referred to in Section 5.01(2) hereof and the City's right to perform emergency work as referred to in Article III hereof. The bond shall require the bonding company to reply to any notice or request from the City within five (5) days of receipt confirming whether or not the bonding company will be completing the Infrastructure on a timely basis as required herein. If the bonding company either fails to respond within the time limit or fails to commence and complete the Work within the time set forth in Section 5.01(2) hereof, the City shall be entitled to draw upon the bond to the extent necessary to complete the Infrastructure. The amount of the Security shall be equal to 100% of CN's share of the cost of the Infrastructure based on estimates approved by the Commissioner of Public Works, provided that the amount of the Security shall be amended from time to time as approved by the Commissioner of Public Works to reflect any approved updated estimates or actual contract prices. The City agrees that separate bonds may be provided in respect of one or more Infrastructure Elements so long as the aggregate amount of the Security is not less than CN's share of the cost of the Infrastructure. The City shall have the option, to be exercised in the sole opinion and discretion of the Commissioner of Public Works, of accepting any performance bond (in the form required herein) for any Infrastructure Element from the contractor of such Infrastructure Element in substitution of the bond from CN, provided that such acceptance shall not be deemed to release CN of its obligations in this Agreement.

(2) The Security shall remain in effect for the full duration of this Agreement, subject to the provisions of this Section 3.13. If CN's share of the estimated cost of the

Work or any part thereof, exceeds the amount of the Security held by the City, CN, within thirty (30) days of receipt of written notice from the City, shall increase the Security held by the City to cover the deficiency. In the event that this additional Security is not provided within thirty (30) days, it shall be considered a default by CN and the City may, in addition to exercising any other remedies it may have, refuse during the period of such default to process any other building permits within the Stadium Precinct other than for the Stadium, provided nothing in this Section 3.13(2) shall allow the City to revoke any previously issued building permits.

(3) CN shall have the right from time to time (but on no more than a quarterly basis for each Infrastructure Element) and on prior written notice to the Commissioner of Public Works to reduce or replace the Security relating to any Infrastructure Element with such reduction or replacement security to be based on the Progress Certificates relating to such Infrastructure Element to the date of such application so long as the Security covers at all times the cost to complete the Infrastructure.

(4) The Security shall also incorporate in it the maintenance and the construction warranty referred to in Section 3.11 herein in an amount equal to fifteen per cent (15%) of the actual costs of the Infrastructure covered by such Security until the later of the receipt of the Final Acceptance Certificate, assumption of the Infrastructure by the City and expiry of the Warranty Period.

ARTICLE IV

SHARING OF COSTS

Section 4.01 - City Infrastructure Cost

(1) CN and the City shall share the Infrastructure Cost in accordance with the provisions hereof. The portion of the Infrastructure Cost to be paid by the City shall be herein referred to as the "City Infrastructure Cost". The City Infrastructure Cost shall, subject to the provisions hereof, be computed by multiplying the actual Infrastructure Cost of each Infrastructure Element by the City contribution factor (the "City Contribution Factor") being the percentage set out opposite each such Infrastructure Element below the heading "City Contribution" on Schedule "T" hereto. CN shall be responsible for the balance of the actual Infrastructure Cost.

(2) Notwithstanding Subsection 4.01(1), the cost sharing for storm sewers included in the Municipal Services to be provided by CN pursuant to Section 5.06 shall be determined on the basis of the contributing design flows used for the sizing of such sewers and shall be shared among the City, CN and other owners of lands in the Railway Lands on the following basis:

(a) Sewer section along the Esplanade from Simcoe Street to John Street

(i) City contribution to be based on design flows from the following:

A. amount of design flow diverted from the existing Simcoe Street storm sewer to Esplanade sewer;

B. amount of design flow from Parks proportionate to City Contribution Factor to cost sharing of Parks including Tower Park East, Tower Park West, John Street Corridor and the C.P. Roundhouse portion of Central Park south of Esplanade (designated as Item 14 i) on Schedule "T");

C. one-third of the amount of design flow from Esplanade right-of-way.

(ii) CN Contribution to be based on design flow from Tower Park East, Tower Park West, John Street Corridor and Esplanade right-of-way to the extent Esplanade is CN's responsibility in proportion to cost sharing shown on Schedule "T" plus the design flow from all adjacent CN lands.

(iii) Marathon contribution to be based on:

A. amount of design flow from Marathon lands directed westerly in the Esplanade sewer;

B. amount of design flow from Central Park in accordance with proportionate participation in cost sharing shown on Schedule "T";

C. two-thirds of the amount of design flow from Esplanade right-of-way.

(b) Sewer section along Esplanade from John Street Westerly:

(i) City contribution to be based on one-third of the amount of design flow from Esplanade right-of-way;

(ii) CN contribution to be based on amount of design flow from all adjacent CN lands and two-thirds of the amount of design flow from Esplanade right-of-way;

(c) Sewer Section on John Street from Esplanade to Rees Street Slip:

(i) City contribution to be based on amount of design flow calculated as in (a) above, plus one-half of the amount of run-off from the John Street right-of-way;

(ii) CN contribution to be based on amount of design flow calculated as in (a) and (b) above, plus the amount of design flow from all adjacent CN lands and one-half of the amount of design flow from the John Street right-of-way;

(iii) Marathon contribution to be based on amount of design flow as calculated in (a) above.

Notwithstanding the foregoing, CN shall pay for Marathon's share of the costs of the sewer section referred to in this subsection (c) at the time of installation, and the City agrees, if requested by CN, to attempt to recover on behalf of CN all amounts paid by CN under this Section 4.01(2) on account of Marathon's share of such costs.

Notwithstanding the foregoing, if the Commissioner of Public Works elects to proceed with the sewer section referred to in subsection (a) prior to Marathon commencing development of its lands, the City shall pay for Marathon's share of the costs of such section of the storm sewer. CN shall co-operate with the City in the design and construction of such section of the storm sewer and CN shall pay for its share of the costs of such storm sewer at the time of installation.

(d) In the event that there is any oversizing of any storm sewer required to accommodate the contributing design flows for lands outside the Railway Lands, the City shall be responsible for the additional costs of such oversizing payable in the same manner as the City Infrastructure Cost.

Section 4.02 - Payment by City

(1) The City shall pay to CN the City Infrastructure Cost relating to each Infrastructure Element (together with interest at the Prime Rate calculated on amounts which the City would have been required to pay if payments were made by the City periodically as contemplated by Section 4.02(2) hereof on the basis of the Progress Certificates, such interest to commence thirty (30) days after receipt by the City of each such Progress Certificate in respect of amounts set forth therein and excluding interest on holdbacks and late payment charges between CN and the Contractor). Notwithstanding anything herein contained to the contrary, no interest shall be calculated or accrue or be payable in respect of any Infrastructure Element until the preliminary title opinions have been given in accordance with Sections 5.11(6), 6.01(5) and 8.03(4). Such payment shall be made within thirty (30) days after receipt by the City of the Approved Completion Certificate for the last Infrastructure Element in the Stadium Precinct (the "Final Completion Certificate"), but where any Infrastructure Element is conveyed to the City, the City's payment shall be made within thirty (30) days of the later of such conveyance and the date of receipt of the Approved Completion Certificate for such Infrastructure Element. Except as may be otherwise specified in this Agreement, all other costs payable by the City shall be paid within thirty (30) days after the City is notified of such cost and interest at the Prime Rate shall commence on the expiry of the said thirty (30) day period until the date of payment by the City.

(2) The City may, at the option of the Commissioner of Public Works, pay to CN the City Infrastructure Cost relating to

each Infrastructure Element to the extent completed as verified by each Progress Certificate evidencing prior payment of such amount by CN (unless CN directs the City's payment to be paid directly to the appropriate contractor) and otherwise in a form that has been approved by the Commissioner of Public Works, with the City payments to exclude the City's portion of holdbacks required by the Construction Lien Act. Such payment shall be made within thirty (30) days after receipt by the City of each such Progress Certificate. Interest shall be payable at the Prime Rate on amounts payable by the City commencing on the later of payment of such amount by CN (unless CN directs the City's payment to be paid directly to the appropriate contractor) or thirty (30) days after receipt by the City of a Progress Certificate until the date of payment by the City.

Section 4.03 - Inspection of Records

CN shall direct each Consulting Engineer to allow any duly authorized representative of the City to inspect the books and records upon which he has relied in the preparation of any Progress Certificate or Completion Certificate forthwith upon receipt of a written request from the City representative to the Consulting Engineer and CN shall make its books and records available to the extent necessary to verify the matters set forth in any Progress Certificate, Completion Certificate or Final Completion Certificate.

Section 4.04 - Adjustments

Following receipt of the Final Completion Certificate (or any Completion Certificate where payments are made by the City based on Progress Certificates), CN or the City, as the case may be, shall from time to time, within thirty (30) days after written demand, pay to the other any adjustments which are necessary to ensure that the total portion of the payments made by the City and CN are in accordance with Schedule "T" hereto and the provisions of this Agreement.

ARTICLE V

INFRASTRUCTURE - STREETS AND SERVICES

Section 5.01 - Timing of Infrastructure

(1) It is presently anticipated that the Stadium Precinct Infrastructure will be provided in accordance with the Infrastructure Phasing Schedule. The parties recognize, however, that, subject to Section 5.01(2) hereof, the actual pace of development will be governed by many factors (some of which are beyond their control) such as market conditions and opportunities, interest rates and the general state of the economy, and the parties cannot therefore be bound in any way, subject to Section 5.01(2) hereof, to meet such Schedule. The City and CN will co-operate with each other so as to enable the Infrastructure Phasing Schedule to be met so far as is reasonably possible and so as to minimize any delays arising therefrom.

(2) CN acknowledges that the following Stadium Infrastructure Elements shall be provided and operational for public use by the Stadium Opening Date for periods of Stadium operation, if the Stadium is to open:

(a) the Municipal Services;

(b) the Streets (except for the Unnamed Cul-de-sac) together with the connections with existing highways referred to in Section 5.04 hereof;

(c) the Spadina Avenue Improvements referred to in Section 5.03(2) hereof;

(d) the following pedestrian Infrastructure, Parks and open space:

  (i) the Northern Linear Park on the north side of the Peter Street Extension, including the NLP Retaining Wall;

  (ii) the John Street Corridor as shown on Schedule "I" and the John Street Bridge as shown on Schedule "R";

  (iii) the Peter Street Bridge as shown on Schedule "R" hereto;

  (iv) the Pedestrian Walkway as shown on Schedule "M" hereto (subject to the provisions of Section 5.15);

  (v) pedestrian connections from the CN Terminal Building to the east side of York Street and to GO Transit platforms between Simcoe Street and west of York Street (subject to any necessary agreements with GO Transit and other authorities and CN agrees to cooperate fully and without delay regarding any such agreements);

  (vi) a pedestrian connection below Esplanade from the bus parking site shown on Schedule "D" hereto to the CN Plaza;

  (vii) Tower Park West as shown on Schedule "I";

  (viii) Tower Park East Phase One as shown on Schedule "I";

(ix) CN Plaza as shown on Schedule "H"; and

(x) John Street Park lying north of the Railway Corridor as shown on Schedule "K".

(e) the bus parking facilities as shown on Schedule "D";

(f) the Utilities.

(3) In the event that any of the foregoing matters referred to in Section 5.01(2) are not constructed and operational for public use to the extent required by the Commissioner of Public Works by the Stadium Opening Date, the City may at its option: (i) refuse to permit the Stadium to open; and (ii) until the foregoing matters referred to in Section 5.01(2) are completed and operational for public use, CN shall, unless otherwise permitted by the Commissioner of Public Works, apply for no further building permits within the Stadium Precinct, provided nothing in this Section 5.01(3) shall allow the City to revoke any previously issued building permits. CN and the City agree and acknowledge that for the purposes of the Building Code Act R.S.O. 1980, c. 51, the provisions of this Agreement shall be deemed to be other applicable law within the provisions of Section 6(1) thereof or of any successor statute thereto. CN shall notify The Stadium Corporation of the provisions in this Agreement in favour of the City allowing the City to delay the opening of the Stadium if requested by the City by reason of any of the Stadium Precinct Infrastructure referred to in Section 5.01(2) not being completed.

(4) CN shall use its reasonable best efforts (but without being required to make any payment solely on account of securing the consent of CP or Marathon) to reach an agreement with

Marathon and CP as soon as possible to remove or cause the removal of the Hi-Line Railway as soon as possible, with the costs of such removal to be paid by the parties to such agreement and upon such removal, to complete the Streets in the manner shown on Schedule "B" forthwith after such removal.

Section 5.02 - Streets

(1) CN will construct or cause to be constructed the Streets as shown on and in accordance with Schedules "A", "B", "C", "E", "F" and "G" hereto, consisting of:

(a) Peter Street, including the portion thereof comprising the Peter Street Bridge, which will extend from the southern boundary of Front Street West southerly across the Rail Corridor, and will then turn west and run parallel to the Rail Corridor, connecting with the east boundary of the existing Spadina Avenue, as shown on Schedule "A" and to be within the lands designated as Parts 66 through 69 inclusive and 72 through 78 inclusive, and if necessary within Parts 70 and 71 on Schedule "S-1" hereto ("Peter Street").

(b) An unnamed local street extending southerly from the southerly limit of the east/west portion of Peter Street to the northerly boundary of Esplanade, as shown on Schedule "A" hereto and being the lands designated as Part 79 on Schedule "S-1" hereto (the "Unnamed Street");

(c) An unnamed local cul-de-sac street extending south from the southerly boundary of Esplanade terminating in a cul-de-sac just north of Lakeshore Boulevard West, as shown on Schedule "A" hereto and being the lands designated as Parts 80 through 87 inclusive on Schedule

"S-1" hereto (the "Unnamed Cul-de-sac"). The Unnamed Cul-de-sac is not required to be constructed by CN prior to the Stadium Opening Date;

(d) John Street will be widened and improved as shown on Schedule "A", including a new righthand turn lane, between Lakeshore Boulevard West and Esplanade, more particularly described as Parts 96, 98 and 99 on Schedule "S-1" hereto ("John Street");

(e) Subject to Section 5.11(8), Esplanade will be constructed from the eastern limit of Spadina Avenue on a curved alignment terminating at a point east of the east side of John Street as shown on Schedule "A" hereto, being the lands designated as Parts 101 through 114 and Part on Schedule "S-1" hereto (the "Esplanade") and the Esplanade shall include left turn channelization lanes at the intersections with the Loop Street and along the north side of Esplanade, a layby lane or layby slots as approved by the Commissioner of Public Works at key Stadium entry and exit points;

(f) Unnamed local loop street commencing on the south side of Esplanade approximately on the alignment of Peter Street and extending south from Esplanade turning easterly parallel to Lakeshore Boulevard West then turning northerly to the southerly limit of Esplanade, shown on Schedule "A" hereto and to be within the lands designated as Parts 88 through 95 inclusive on Schedule "S-1" hereto (the "Loop Street).

(2) CN shall retain at its cost a soils consultant to prepare a report directed to the Commissioner of Public Works and to his satisfaction analysing the effect of placing required

fill material on the existing ground forming the Streets in order to achieve the necessary approved grades, with such report to include recommendations as to foundation requirements for the Municipal Services and the Utilities and as to pavement designs.

(3) The Unnamed Cul-de-sac shall be constructed as CN requires but no later than when required by the Commissioner of Public Works to service proposed development of the Development Sites in the Stadium Precinct or to service proposed development of the adjoining precinct to the west. The Commissioner of Public Works shall not require the Unnamed Cul-de-sac to be constructed prior to an application for site plan approval pursuant to Section 40 of the Planning Act having been approved by the City for any such Development Site or for a portion of the adjoining precinct and CN acknowledges that the Unnamed Cul-de-sac may be required prior to construction on any such Development Site or on the adjoining precinct.

(4) CN agrees that it shall arrange for detailed hydraulic calculations concerning the Streets grades to be submitted to the Commissioner of Public Works for his approval and CN agrees that such changes as may be required by the Commissioner of Public Works shall be made to such grades.

(5) CN shall provide a 20-metre (66-foot) minimum right-of-way for all local roads, save and except for the east-west portion of the Unnamed Loop Street required for the servicing of the Metropolitan Toronto Pumping Station, which can be 15 metres (50 feet) in width.

Section 5.03 - Spadina Avenue Improvements

(1) CN, without charge and forthwith upon the request of Metro, shall confirm and quit-claim in favour of Metro its interest in the lands designated as Part 14 on Schedule "S-1" hereto, including any interest CN may have in the existing Spadina Avenue bridge structure, being a 132-foot right-of-way for the reconstruction of Spadina Avenue between Front Street West and Lakeshore Boulevard.

(2) CN recognizes that the improvements which the City has required be provided and operational and open to the public by the Stadium Opening Date will consist of the widening of the whole of Spadina Avenue, including construction of the New Spadina Avenue Bridge, between Front Street West and Lakeshore Boulevard to six (6) lanes plus a LRT right-of-way in the centre of Spadina Avenue, together with all intersections as shown on Schedules "A" or "B" as applicable and together with a connection under the Spadina Avenue Bridge and Spadina Avenue to the western extent of Spadina Avenue road allowance with a vertical connection to the proposed Spadina LRT platform and a direct pedestrian connection to continue Northern Linear Park to the west side of Spadina Avenue (collectively referred to as the "Spadina Avenue Improvements"). Prior to the commencement of the Spadina Avenue Improvements, CN shall submit a functional plan of Spadina Avenue from Front Street to Lakeshore Boulevard, for the review and approval of the Metro Commissioner of Roads and Traffic and the Commissioner of Public Works, which design shall accommodate, to the greatest extent possible, the operational grade requirements for the Spadina LRT/streetcar while maintaining an at-grade intersection at Esplanade and Spadina Avenue which does not significantly increase the currently proposed grade.

(3) It is contemplated that the Spadina Avenue Improvements which are required by the City and Metro to be open for the Stadium Opening Date shall be constructed as a Metro project. CN shall contribute to the cost of the Spadina Avenue Improvements net of all provincial subsidies applicable to such work (such subsidies to include seventy-five per cent (75%) of the cost of the New Spadina Avenue Bridge and of the cost of the extra width of the road and special road features attributable to the proposed Spadina LRT right-of-way and fifty per cent (50%) of the balance of the cost of the improvements) in accordance with a cost-sharing commitment to be entered into between Metro, CN and such other parties as may be appropriate. CN agrees that if such commitments to provide the aforesaid provincial subsidies and to enter into the aforesaid cost-sharing arrangements in a form and content satisfactory to the City has not been delivered to the City at least fourteen (14) days prior to the Hearing Date, the City shall be entitled to request an adjournment of the OMB Hearing pending receipt of satisfactory commitments.

Section 5.04 - Connection with Existing Highways

(1) In constructing the Streets, CN shall construct intersections with existing highways as shown on Schedule "P" with the design to be approved by the Commissioner of Public Works in accordance with Article III and, where applicable, the Metro Commissioner of Roads and Traffic. Specifically, CN shall construct:

(a) an intersection of the new east/west extension of Peter Street with Spadina Avenue;

(b) an intersection of the north/south extension of Peter Street with Front Street West;

(c) an intersection of John Street with Lakeshore Boulevard West as shown on Schedule "P" including the four basic lanes and a separate channelized right turn lane and appropriate radii to permit heavy truck and bus turning movements and CN shall submit for the approval of the Commissioner of Public Works a detailed plan of this intersection showing the proposed geometrics and a traffic operations analysis taking into account a four-way intersection operation;

(d) an intersection of Esplanade with Spadina Avenue; and

(e) an intersection of Spadina Avenue with Lakeshore Boulevard West.

(2) CN agrees that the improvements referred to in Section 5.04(1)(c) are to be provided and operational by the Stadium Opening Date unless CN submits to the City further traffic studies that demonstrate to the satisfaction of the Commissioner of Public Works that a three-lane configuration as shown on Schedule "A" hereof would be acceptable until such time as the Hi-Line Railway is removed.

Section 5.05 - Sidewalks

CN will construct the sidewalks, lighting standards, tree pits and plantings shown on Schedules "F" and "G". It is understood that the form of the lighting standards shown is intended to illustrate their scale only and not their detailed design. In addition, CN shall install under the sidewalks in a manner acceptable to the Commissioner of Public Works and the Commissioner of Parks and Recreation a continuous planting corridor of topsoil six (6) feet in width and six (6) feet in depth with such planting corridor to provide for Municipal

Services and Utilities to run through it at such locations as may be approved by the Commissioner of Public Works. The elevations of all sidewalks shall correspond to the elevations of the streets which they adjoin, as shown on Schedule "G" and shall be acceptable to the Commissioner of Public Works.

Section 5.06 - Municipal Services

(1) CN shall construct the proposed sanitary and storm sewers, water main, force main and John Street sewer outfall (as presently contemplated by Schedule "C") required for the Stadium Precinct whether within or outside the Stadium Precinct (such services being herein referred to as the "Municipal Services"). The Municipal Services shall be completed and operational and available for connection to the City services by the Stadium Opening Date.

(2) The City shall assume all of the Streets and the Municipal Services in the manner referred to in Section 3.11. CN shall convey the Municipal Services to the City at the time of conveyance of the Streets in which such Municipal Services are located, or upon assumption where the Municipal Services are not located within any of the Streets subject to the terms of this Agreement.

(3) The City will, without charge, permit CN to construct the proposed John Street storm water outfall in the existing easement which the City has obtained from the boundary of the Stadium Precinct to the John Street slip as shown on Schedule "C"; provided that the Commissioner of Public Works is satisfied that the easement is sufficient for such purpose.

The cost of the construction of this outfall will include the restoration of the lands disturbed by such construction, which cost will be included as part of Infrastructure Cost of the John Street storm water outfall.

(4) The City shall also at CN's expense, except for the storm sewer connection which is included as part of the Infrastructure Cost of the storm sewers and to be shared in accordance with the provisions of this Agreement (but without any payments to the City), make available to CN as required by CN all permissions required by CN to connect all services to the existing services in the streets adjoining subject to the approval of the Commissioner of Public Works to the method of making such connections and the location thereof, but not where the service is a Metro responsibility.

Section 5.07 - Natural Gas Service

CN shall be responsible for co-ordinating the scheduling and implementation of gas services in accordance with the requirements of Consumers' Gas and the Public Utilities Co-ordinating Committee and CN shall obtain the approval of the Commissioner of Public Works to the appropriate location and the amount of capacity of gas mains for the Stadium Precinct. The City acknowledges that gas mains may be located within any road allowances in the Railway Lands in accordance with the City's normal practice and in a location satisfactory to the Commissioner of Public Works and subject to such installation being made in accordance with the City's standards. CN will provide Consumers' Gas with any easements necessary for the purposes of the Stadium Precinct, without charge, across or under any of its lands. CN shall be entitled to negotiate with Consumers' Gas the form and substance of the easement agreement and the location of any such easement (which easement is to be located in a manner so as to minimize so far as is reasonably possible the interference with the use of the lands for development purposes). CN's obligations under this Section 5.07 shall be satisfied with respect to each Development Site once the development on such Development Site is completed incorporating the requirements of Consumers' Gas.

Section 5.08 - Telephone Service

CN shall be responsible for co-ordinating the scheduling and installation of telephone services in accordance with the requirements of Bell Canada and the Public Utilities Co-ordinating Committee and CN shall obtain the approval of the Commissioner of Public Works to the appropriate location of telephone services for the Stadium Precinct. The City acknowledges that telephone services may be located in any road allowance in the Railway Lands in accordance with the City's normal practice and in a location satisfactory to the Commissioner of Public Works and subject to such installation being made in accordance with the City's standards. CN will provide to Bell Canada any easements necessary for the purpose of the Stadium Precinct, without charge, across or under any of its lands. CN shall be entitled to negotiate with Bell Canada the form and substance of the easement agreement and the location (which easement is to be located in a manner so as to minimize so far as is reasonably possible the interference with the use of the lands for development purposes). CN's obligations under this Section 5.08 shall be satisfied with respect to each Development Site once the development on such Development Site is completed incorporating the requirements of Bell Canada.

Section 5.09 - Electrical Services

CN shall be responsible for co-ordinating the scheduling and implementation of electrical services in accordance with the requirements of Toronto Hydro and the Public Utilities Co-ordinating Committee and CN shall obtain the approval of the Commissioner of Public Works to the appropriate location of electrical services in the Stadium Precinct. The City acknowledges that electrical services may be located in any road allowances in the Railway Lands in accordance with the City's normal practice and in a location satisfactory to the Commissioner of Public Works and subject to such installation being made in accordance with the City's standards. CN will provide to Toronto Hydro any easements necessary for the purposes of the Stadium Precinct, without charge, across or under any of its lands. CN shall be entitled to negotiate with Toronto Hydro the form and substance of the easement agreement and the location (which easement is to be located in a manner so as to minimize so far as is reasonably possible the interference with the use of the lands for development purposes). CN's obligations under this Section 5.09 shall be satisfied with respect to each Development Site once the development on such Development Site is completed incorporating the requirements of Toronto Hydro.

Section 5.10 - Transit Facilities

(1) CN shall, as soon as possible and in any event prior to the Hearing Date, obtain a commitment from The Stadium Corporation in a form satisfactory to the Commissioner of Public Works to consult with the appropriate officials of the TTC and operators of downtown parking facilities and report back for the approval of the Commissioner of Public Works and the Commissioner of Planning and Development with a specific plan of action at least one (1) year prior to the Stadium Opening Date and commitment by The Stadium Corporation to implement, at its cost, a comprehensive public transportation information program prior to the Stadium Opening Date which emphasizes the advantages of travelling to the new Stadium

using the public transportation system and which presents information on available parking locations. Such information program shall be for an initial term of three (3) years and shall contain a means of reviewing it at least three (3) months prior to its expiry to determine whether the program should be extended. CN shall cooperate fully and without charge with The Stadium Corporation in such consultation and report process.

(2) If requested by the Commissioner of Public Works, CN shall design and construct, to the satisfaction of the Commissioner of Public Works, Esplanade to incorporate a landscaped median as shown on Schedule "F". Such median shall, if the City so determines, be available for a possible transit right-of-way. Nothing in this Section 5.10(2) shall obligate CN to contribute to the cost of such transit facilities.

(3) CN and the City shall, as soon as possible, request that the Province of Ontario provide a GO Transit Station in proximity to Spadina Avenue and CN shall provide GO Transit, Provincial and Municipal Authorities with its full co-operation in facilitating the establishment of such a facility, including any necessary pedestrian connections.

(4) CN shall, as soon as possible, prepare a report, for the review and approval of the TTC, Railway Lands Steering Group, the Commissioner of Public Works and the Commissioner of Planning and Development, on any improvements that may be required at Union Station and St. Andrew Station as a result of the development of the Stadium and the Stadium Precinct, including the necessary phasing and costing of any such improvements. Nothing in this Section 5.10(4) shall be deemed to impose on CN the responsibility for the costs of such improvements.

Section 5.11 - Conveyance of Streets to City

(1) CN shall convey or cause to be conveyed to the City certain lands for Streets in accordance with the provisions of this Section 5.11 and shall include the title to all bridge structures forming part of such Streets but not the lands forming part of the Rail Corridor. Such conveyances shall transfer freehold title or leasehold title as set out in Section 5.11(2) and shall be effected in consideration of the covenants on the part of the City contained in the Agreement but without payment of any monies to CN or the City except as otherwise set forth herein. The conveyances comprise the following:

(a) Peter Street, as described in Section 5.02(1)(a) hereof;

(b) Unnamed Street, as described in Section 5.02(1)(b) hereof;

(c) The Unnamed Cul-de-sac, as described in Section 5.02(1)(c) hereof;

(d) John Street, as described in Section 5.02(1)(d) hereof;

(e) Esplanade, as described in Section 5.02(1)(e) hereof save and except Part   on Schedule "S-1" hereof; and

(f) The Loop Street, as described in Section 5.02(1)(f) hereof.

(2) CN may at its option convey to the City title to the Streets referred to in Section 5.11(1) by way of lease for a term of forty (40) years with an option in favour of the City and exercisable at any time during the term to be effective to purchase the Streets at the end of the term for One Dollar

($1.00). Any such lease shall be in the form attached hereto as Schedule "Z" and shall otherwise be in form and substance satisfactory to the City Solicitor, failing which the transfer of Streets shall be by freehold title in the manner referred to in Section 5.11(1) hereof.

CN shall have the right to require the City to exercise and complete its purchase option as expeditiously as reasonably possible at any time during the term of the lease on not less than sixty (60) days' prior written notice.

(3) CN shall convey each of the Streets to City no later than the date of assumption by the City, which assumption shall be carried out in the manner referred to in Section 3.11 hereof.

(4) CN shall execute registrable conveyances of all of the lands referred to in section 5.11(1) and shall place such conveyances in escrow with the City Solicitor or such other party as CN and the City may agree upon as soon as possible following the execution of this Agreement but in any event prior to the Order Date. If CN has failed to deliver into escrow any transfers or conveyances that are required to be delivered by it under this Agreement prior to the Order Date, including without limitation the Parks conveyances, or failed to cause the delivery into escrow of any other approvals, conveyances or transfers contemplated by this Agreement to be delivered prior to the Order Date, the City may, at its option, request that the OMB defer the issuance of any such order and CN shall support the City before the OMB with such deferral request. The date on which the OMB commences or is scheduled to commence its hearing to approve the Stadium Precinct By-law is herein called the "Hearing Date." Before such date, CN agrees at its expense to prepare and register

such Reference Plans as may be required to effect registration of all of the transfers and conveyances contemplated by this Agreement. The conveyances of the Streets shall automatically be released and deemed delivered to the City on the assumption of the Streets by the City.

(5) CN covenants and represents to the City that at the time of delivery of each of the conveyances given pursuant to this Agreement, it will have good title to the lands to be conveyed pursuant to Section 5.11(1) free and clear of encumbrance, subject to the Permitted Encumbrances and subject to the licences in a form and location satisfactory to the Commissioner of Public Works permitting the following:

(i) a pedestrian connection under Esplanade from the bus parking shown on Schedule "D" to the CN Plaza; and

(ii) the Stadium Service Tunnel under Esplanade.

The City acknowledges that CN may wish to apply for additional underground links during either the design stage of the Street or the Development Review Process and such additional underground links shall be subject to the approval of the Commissioner of Public Works and the provisions of the Streets By-law.

(6) CN agrees to obtain at its expense and to deliver as soon as possible a preliminary title opinion from its solicitors, Messrs. Blake, Cassels & Graydon, addressed to the City in the usual form wherein such solicitors opine to the City that as of the date of such opinion (having searched appropriate public registers and publicly available information and such other searches as would a purchaser's solicitor in respect of similar lands purchased from CN) (i) upon registration of all of the freehold conveyances provided for in this Agreement, City will in each case acquire fee title to the lands being

conveyed good and free from encumbrances, save for the Permitted Encumbrances and such other matters which are outstanding together with a CN covenant to remove such matters by the time of conveyance; and that (ii) in the case of leasehold conveyances, the leasehold title of the City shall rank subsequent in priority only to the freehold title of the owner of the freehold, which freehold title shall be good and free from encumbrance save for Permitted Encumbrances and such other matters which are outstanding together with a CN covenant to remove such matters by the time of conveyance. CN shall obtain at its expense and deliver at the time of conveyance to the City a final title opinion from its solicitors, Messrs. Blake, Cassels & Graydon, addressed to the City in the usual form wherein such solicitors opine to the City that (having searched appropriate public registers and publicly available information and such other searches as would a purchaser's solicitor in respect of similar lands purchased from CN) (i) upon registration of all of the freehold conveyances provided for in this Agreement, City will in each case acquire fee title to the lands being conveyed good and free from encumbrances, save for the Permitted Encumbrances; and that (ii) in the case of leasehold conveyances, the leasehold title of the City shall rank subsequent in priority only to the freehold title of the owner of the freehold, which freehold title shall be good and free from encumbrance save for Permitted Encumbrances. Notwithstanding the foregoing, if upon completion of the Streets, Parks, Municipal Services or any other Infrastructure Element that are to be assumed by the City and after the date that the City would otherwise have been processing for assumption purposes the Streets, Parks, Municipal Services or other Infrastructure Element title for any of the foregoing items is not in conformity with the foregoing provisions, the City shall not be required to assume any such item and CN shall, at its cost, keep such item available for public use and maintain any such item to the usual municipal standards for such an item until title for such item is in conformity to the foregoing provisions and title has been conveyed to the City, together with and subject to Permitted Encumbrances.

(7) Subject to the other provisions of this Agreement, the parties agree that the City through the City Solicitor may request the OMB not to proceed with the hearing to approve the Stadium Precinct By-law, or to withhold the release of the final order of the OMB approving the Part II Plan and the Stadium Precinct By-law until such time as:

(i) the reference plans referred to in Section 5.11(4) have been registered and the registrable conveyances in Section 5.11(4) and Section 8.01(3) have been delivered to the City Solicitor, in accordance with the provisions of this Agreement;

(ii) the terms and schedules of this Agreement or in the Environmental Agreement have been finally completed in a form which permits registration against the Stadium Precinct and any other land against which it is contemplated in this Agreement that the City is to register in accordance with the provisions of this Agreement; and

(iii) the agreements referred to in Section 5.11(8) have been delivered to the City.

(8) The parties acknowledge that the portions of Esplanade excluded in Section 5.11(1)(e) and of John Street excluded in Section 5.11(1)(d) are now owned by Metro, Marathon and CP, as the case may be. If at least fourteen (14) days prior to

the Hearing Date agreements from Metro, Marathon and CP, as the case may be, which are to be in form and substance satisfactory to the City Solicitor confirming the agreements by such parties to transfer such portions of Esplanade and John Street to the City are not delivered to the City, the City shall be entitled to request an adjournment of the OMB hearing and CN shall support such request for an adjournment until alternative agreed upon arrangements have been made. Without limiting the generality of the foregoing, such agreements shall provide that registrable freehold conveyances of such lands are to be placed in escrow with the City Solicitor on the same terms as contained in Section 5.11(4) prior to the Order Date. The City shall receive good title to such lands free and clear of encumbrance subject only to Permitted Encumbrances. If such conveyances are not delivered to the City prior to the Order Date, the City shall be entitled to request the OMB to withhold the release of the final order of the OMB approving the Part II Plan and the Stadium Precinct By-law until such conveyances are received. CN shall support any request by the City for the delay in the issuance of the OMB order until such time as the City has received such conveyances in a satisfactory form.

Section 5.12 - Naming of Streets

The Streets shall be named by the City as set forth in Schedule "O", except that the Unnamed Street, the Unnamed Cul-de-sac and Loop Street shall be named applying the usual policies for naming of streets in the City of Toronto, and in implementing such policies, the City shall consider a list of names to be proposed by CN.

Section 5.13 - Pumping Station

(1) The parties acknowledge that the Pumping Station is required to be relocated to accommodate the Stadium and that such relocation will be made pursuant to an agreement between,

inter alia, CN and Metro. As soon as any such agreement has been settled, CN shall provide a true copy of it to the Commissioner of Public Works. In the event of the relocation of the New Pumping Station to the Southern Linear Park, CN shall enter into agreements to ensure that such relocation will be made in the manner contemplated by Section 6.03(7), (8) and (9) hereof.

(2) CN shall develop the watermain system on the basis of the implementation of a new direct connection to the New Pumping Station and shall confirm the sizing of this system by means of computerized hydraulic calculations that are to the satisfaction of the Commissioner of Public Works.

Section 5.14 - Bus Parking

(1) If permanent bus parking facilities for not less than 125 buses have not been incorporated within the Stadium in a manner satisfactory to the Commissioner of Public Works, CN shall on or before the Stadium Opening Date construct facilities for parking and handling of not less than 125 buses, in the location and according to the specifications set forth in Schedule "D" on a temporary basis, including a pedestrian connection from such temporary parking facility under Esplanade to the CN Plaza, until development occurs on the Development Site on which the temporary bus parking is located. The layout of the temporary facilities shall be modified to the satisfaction of the Commissioner of Public Works to include access and circulation aisles between the rows of bus parking and shall be maintained by CN or its successor in title to the Development Site on which the temporary bus parking is located only until permanent bus parking facilities are available but only so long as the Stadium continues in existence and only to the extent the

zoning for the Stadium continues to require bus parking facilities for the operation of the Stadium on such Development Site and which is not being provided elsewhere as permitted by the zoning. CN shall obtain by the Order Date a commitment from The Stadium Corporation that they will use their reasonable best efforts to encourage that the loading and unloading of passengers from the bus operations are contained in the bus parking areas and until such time as the Streets are assumed to discourage such loading and unloading on the Streets.

(2) If the permanent bus parking facilities have not been incorporated within the Stadium or elsewhere as permitted by the zoning as contemplated by Section 5.14(1), CN shall execute and deliver to the City prior to the Stadium Opening Date a registrable agreement in a form satisfactory to the City Solicitor that imposes on the bus parking site shown on Schedule "D" the covenants set out in Section 5.14(1) and the covenants set out in this Section 5.14(2) as covenants to run with and bind such lands. Such agreement shall confirm that when development occurs on the Development Site on which the temporary bus parking facilities are located, such Development Site shall not be built upon unless any such development incorporates permanent bus parking facilities for not less than 125 buses (or such smaller number of buses as may then be required by the City), together with maintenance obligations and with the design and location of such facilities, including access, egress and handling areas, to be subject to the approval of the Commissioner of Public Works. Such covenant shall remain in force until the first to occur of (i) 200 years after the Commencement Date, (ii) demolition of the Stadium, or (iii) amendment of the zoning for the Stadium to remove the requirements for bus parking facilities on such Development Site. CN shall obtain a covenant from any successor in title to the Development Site on which the temporary bus parking facilities are located agreeing to comply with the provisions of this Section 5.14(2).

Section 5.15 - Pedestrian Walkway

(1) On or before the opening date of the Stadium, CN shall, at its cost (unless a commitment in a form and content satisfactory to the City Solicitor has been received at least twelve (12) months prior to the Stadium Opening Date from Marathon agreeing to construct Esplanade to York Street prior to the Stadium Opening Date and unless the Commissioner of Public Works is satisfied that on completion of such construction of Esplanade to York Street, there is a suitable north/south pedestrian connection with adequate pedestrian capacity, including that related to the necessary transportation facilities, from the intersection of York Street and Esplanade to Union Station) provide and construct a pedestrian connection (including all necessary consents and conveyances to make such a connection legally effective) from the Stadium to the east side of York Street in the vicinity of Union Station along one of the following routes, such routes being more particularly shown designated Option 1, Option 2, and Option 3 on Schedule "M" and to be constructed substantially in accordance with Schedule "M" hereto:

(i) Pedestrian Walkway across the lands owned by CN and the lands owned by Marathon generally along the alignment of Esplanade, north across a pedestrian bridge at the Simcoe Street alignment to the CN Terminal Building and easterly to York Street.

(ii) Pedestrian Walkway across Tower Park East along the northerly limit of the hotel site on the lands owned by Marathon adjacent to Tower Park East, north across a pedestrian bridge at the Simcoe Street alignment to the CN Terminal Building and easterly to York Street, subject to the relocation as required by Article VI.

(iii) Pedestrian Walkway across Tower Park East to its easterly limit, northeasterly across a pedestrian bridge to the easterly limit of the fire access route at the south boundary of the Metropolitan Toronto Convention Centre complex, and easterly over Simcoe Street and through the CN Terminal Building to York Street.

(2) The Pedestrian Walkway to be implemented shall be selected by CN in its sole discretion, provided that alternatives (ii) or (iii) shall only be selected if CN is unable to obtain the necessary rights required for alternative (i) across Marathon lands. If the Pedestrian Walkway is across Tower Park East, CN shall be responsible for the additional costs thereof, as provided in Article VI hereof. The City acknowledges that upon the construction and assumption of Esplanade from John Street to York Street and the Commissioner of Public Works being satisfied that there is a suitable north/south pedestrian connection, with adequate pedestrian capacity, including that related to the necessary transportation facilities from the intersection of York Street and Esplanade to Union Station, CN may, upon prior notice to the Commissioner of Parks and Recreation and to the Commissioner of Public Works, either remove such Pedestrian Walkway, with such removal to be performed in a manner satisfactory to the Commissioner of Public Works and the Commissioner of Parks and Recreation. CN may offer the bridge portion of the Pedestrian Walkway to the City and if the City elects to accept such bridge, the City will thereafter assume and be responsible for the maintenance of such bridge.

(3) The City shall be granted a non-terminable licence over the Pedestrian Walkway for a one-year term renewable 199 times for an aggregate term of 200 years (but only so long as the Stadium continues to exist) for which no fees will be paid and otherwise on terms and conditions satisfactory to the City Solicitor and for the benefit of the public to use the Pedestrian Walkway at all times for access between the vicinity of the Stadium and York Street. Such licence and

all renewal rights shall terminate once the pedestrian connection from the Stadium along Esplanade to York Street and north to Union Station as contemplated by Section 5.15(1) and (2) has been completed and is available to the public. CN shall maintain at all times the portion of the Pedestrian Walkway within any of the Parks and the portion of the Pedestrian Walkway comprising the bridge. The portion of the pedestrian connection through the CN Terminal Building shall be maintained at all times by CN, subject to Section 5.18.

Section 5.16 - The Toronto Terminals Railway Company Approvals

(1) CN confirms it has obtained from TTR and appended to this Agreement as Schedule "U" the approval of TTR in favour of the City to permit the construction and use of the John Street Bridge and the Peter Street Bridge, subject only to review by TTR of detailed working drawings to ensure that the railway operating constraints and applicable engineering standards required to be accommodated in designing a railway crossing and structures related thereto are adequately addressed and subject to obtaining any necessary Canadian Transport Commission approvals. The John Street Bridge and the Peter Street Bridge shall be constructed by CN and shall be transferred to the City after completion subject to the expiry of the Warranty Period. CN shall obtain approvals from TTR in favour of the City to permit the construction and use of the Spadina Avenue Improvements and the Pedestrian Walkway, subject only to a similar review as contemplated in the approval to John Street Bridge and Peter Street Bridge. CN agrees that if such approvals in a form satisfactory to the City have not been delivered to the City by the date City Council reaffirms the Stadium Precinct By-law, the City shall be entitled to request an adjournment of the OMB Hearing pending receipt of satisfactory approvals. The said Pedestrian Walkway shall be constructed and maintained as provided in Section 5.15 and the Spadina Avenue Improvements will be constructed in the manner contemplated by Section 5.03. Forthwith upon execution of this Agreement, CN shall

apply at its cost or cause the TTR to apply for any necessary Canadian Transport Commission approvals to the John Street Bridge, the Peter Street Bridge, the Spadina Avenue Improvements and the Pedestrian Walkway and shall use its best efforts to satisfy any conditions imposed as a term of giving such approvals. In the event that such approvals are not available, CN agrees to provide such alternate access routes that are satisfactory to the City.

(2) CN shall fully support the obtaining of any approvals from TTR in favour of the City and Metro (as may be applicable) for the Simcoe Street Tunnel and for the construction and use of the necessary bridge and access ramps for the proposed Front Street extension to the Gardiner Expressway and to otherwise cooperate fully and without cost in obtaining such approvals, including without limitation any approvals required from the Canadian Transport Commission. CN further agrees that it shall not transfer its interest in the TTR without any such transferee agreeing to assume the obligations of CN under this Section 5.16(2). Nothing in this Section 5.16(2) shall be deemed to impose on CN the costs of constructing such Simcoe Street tunnel or Front Street extension.

Section 5.17 - Conveyance of Station Street to CN

(1) Subject to the open portion of Station Street as shown as Part 44 on Schedule "S-1" hereto being validly and effectively closed in accordance with the requirements of The Municipal Act, and subject to the provisions of Section 5.17(2) hereof, the City will, for nominal consideration, transfer to CN in fee simple all of the City's rights to all of Station Street comprising 66 feet in width ("Station Street") subject to Permitted Encumbrances and subject to

the southerly 40 feet thereof designated as Parts 42 and 43 on Schedule "S-1" being subject to an existing lease given by the City to TTR dated May 31, 1915 as amended from time to time, including the last amendment dated October 3, 1949 (and the City shall, on the request of CN prior to such conveyance, accept a surrender of such lease at any time upon reasonable notice), provided that CN shall indemnify the City for any claims under such lease to the TTR occurring after the transfer of title to CN. Such conveyance to CN may also be subject to reservation in favour of Marathon of certain access and all other rights of Marathon under existing agreements in respect of 123 Front Street and pedestrian access to the teamway west of the York Street tunnel. CN agrees that the City's obligations concerning the conveyance of Station Street shall be satisfied if the City conveys or offers to convey to any adjoining landowner any portion of Station Street in accordance with the requirements of the Municipal Act (unless CN delivers prior to such conveyance a direction from such adjoining landowner authorizing the conveyance to CN of such landowner's entitlement). CN further agrees that the City will be deemed to have satisfied its obligations concerning the conveyance of Station Street for the purpose of being entitled to Parks conveyances (and in the event a by-law has become final and binding to remove a holding designation on the first of the Marathon Precincts in the Railway Lands for the purpose of being entitled to the conveyances required from CN under Section 5.18) if it has taken all steps within the City's jurisdiction to close and to convey Station Street, but is prevented from doing so by the commencement of legal proceedings by a third party.

If the City is prevented from closing or conveying Station Street by such legal proceedings, the City shall defend with due diligence any action against the City to the extent that it is legally entitled and if the City fails to so defend, CN may defend any such action on behalf of the City. Forthwith upon such action being determined in favour of the City, the

City shall complete the conveyance of Station Street to CN, subject to Section 5.17(2).

(2) Notwithstanding anything in this Agreement to the contrary, the City shall not be required to convey Station Street until such time as the latest of the following matters have been completed:

(i) the completion of the Stadium Infrastructure required by Section 5.01(2) hereof;

(ii) the completion of the Parks' design pursuant to Article VII hereof;

(iii) the conveyances of the Streets (excluding the Unnamed Cul-de-sac) referred to in Section 5.02 hereof; and

(iv) the conveyance of the Parks to the extent required as set forth in Section 6.01 at the time the City is entitled to convey Station Street.

Section 5.18 - Simcoe Street Tunnel

Upon the later to occur of the City complying with or having been deemed to have complied with its obligations pursuant to Section 5.17(1) and City approving a budget for the construction of the Simcoe Street Tunnel underneath the Rail Corridor south of Front Street West, CN will convey to the City or cause to be conveyed to the City, without payment, all necessary easements, rights of way, sub-leases or approvals of any nature in perpetuity and in a form and having a priority satisfactory to the City Solicitor so as to permit the removal and demolition of that portion of the CN Terminal Building now constructed over the projection south of the Simcoe Street right of way, so as to allow for the construction of the extension of Simcoe Street southerly from Front Street West under the Rail Corridor to the southerly limit of the Rail Corridor. For any consents required from TTR, CN shall be deemed for the purpose of this Section 5.18 to have satisfied its obligations therefore so long as it proceeds in accordance with the provisions of Section 5.16(2) hereof. In the event the City undertakes any such demolition, the City will promptly and in a workmanlike manner, reconstruct (as hereinafter provided) the exterior and interior of the CN Terminal Building and demolish or reconstruct, as appropriate, the portion of the CN Terminal Building west of Simcoe Street (and if Esplanade has not been constructed to York Street, reconstruct any pedestrian connections affected by the City's demolition) so as to protect it from the elements and to render it reasonably fit for occupancy and suitable for its previous purposes using materials and finishes compatible with the balance of the CN Terminal Building. Nothing herein shall require the City to be responsible for upgrading the standards of the CN Terminal Building, unless CN agrees to be responsible for any additional costs arising from such upgrading. The City acknowledges that nothing in this Agreement shall interfere with the use of any portion of the CN Terminal Building as part of a pedestrian bridge or route access or route across the Rail Corridor unless and until and only so long as such use is rendered unsafe by the demolition as may be determined in the opinion of the Commissioner of Public Works. CN shall not be obligated to provide an alternative pedestrian connection during the period of disruption caused by the City's construction activities. The City shall be responsible for any physical damage to the CN Terminal Building caused by the City's construction activities and shall indemnify CN from and against any costs, loss or claims by third parties as a result of any negligent conduct of such work by the City.

Section 5.19 - Release of Easements

The City shall use its reasonable best efforts (but without being required to make any financial contributions or concessions) to secure from Consumers' Gas, Bell Canada, Toronto Hydro or other applicable body the release of any existing easements which have become surplus or redundant as each Development Site is developed.

ARTICLE VI

PARKS - CONVEYANCES

Section 6.01 - Conveyances of Parks

(1) CN agrees to convey or cause to be conveyed to the City certain lands for parks in accordance with the provisions of this Article VI. Such conveyances shall transfer freehold or leasehold title as set out in this Article and shall be effected in consideration of the covenants on the part of the City contained in the Agreement but without payment of any monies to CN or the City. The conveyances shall comprise the following:

(a) Northern Linear Park - Phase I, in accordance with Section 6.02 hereof;

(b) Southern Linear Park, in accordance with Section 6.03 hereof;

(c) Tower Park West, in accordance with Section 6.05 hereof;

(d) Tower Park East, in accordance with Section 6.06 hereof; and

(e) Community Park, in accordance with Section 6.07 hereof.

(2) The conveyances set forth in Section 6.01(1)(a), (c) and (d) shall all take place simultaneously as provided in Section 6.01(3). The conveyance set forth in Section 6.01(1)(b) shall take place in accordance with Section 6.03 and the conveyance of the Community Park shall take place as provided in Sections 6.07 and 6.01(3). All conveyances contemplated by this Agreement shall be in form satisfactory to the City Solicitor and shall be suitable for registration in the proper Land Registry Office.

(3) CN shall execute registrable conveyances of all of the lands referred to in section 6.01(1)(a), (c), (d) and (e) (save for the CP Lands) and of those parts of the SLP Lands referred to in Section 6.03(2) and shall place such conveyances in escrow with the City Solicitor no later than five (5) Business Days prior to the Order Date. No later than five (5) Business Days prior to the Order Date, CN agrees: (i) at its expense to prepare and register in the proper Land Registry Office such Reference Plans as may be required to effect registration of the conveyances being delivered as provided in this Section 6.01(3) and to illustrate the JSC Lands for legal description purposes; and (ii) to deliver to the City Solicitor agreements in registrable form to impose on CN Plaza and the JSC Lands the covenants provided for in Sections 6.10 and 6.04(3) respectively. The said conveyances and agreements shall be released and deemed delivered to the City as provided in Section 6.01(7). The conveyances of the CP Lands shall be executed and delivered in accordance with the terms of Section 6.11.

(4) CN covenants and represents to City that at the time of delivery of each of the conveyances given pursuant to this Agreement, it will have good title to the lands to be conveyed pursuant to the Agreement (save for the CP Lands) free and clear of encumbrance, subject only to the Permitted Encumbrances.

(5) CN shall obtain at its expense and deliver as soon as possible a preliminary title opinion from its solicitors, Messrs. Blake, Cassels & Graydon, addressed to the City in the usual form wherein such solicitors opine to the City that as of the date of such opinion (having searched appropriate public registers and publicly available information and such other searches as would a purchaser's solicitor in respect of similar lands purchased from CN) (a) upon registration of the leasehold conveyances provided for in this Agreement, City will in each case acquire leasehold title to the lands being conveyed good and free from encumbrance, save for such rights as are reserved in favour of CN herein, and that the leasehold title of the City shall rank subsequent in priority only to the freehold title of the owner of the freehold, which freehold title shall be good and free from encumbrance save for the Permitted Encumbrances and such other matters which are outstanding together with a CN covenant to remove such matters by the time of conveyance and (b) in the case of the Community Park Lands, that CN is the freehold owner thereof and that their title is good and free from encumbrance save for the Permitted Encumbrances and such other matters which are outstanding together with a CN covenant to remove such matters by the time of conveyance. CN shall obtain at its expense and deliver at the time of conveyance to the City a final title opinion from its solicitors, Messrs. Blake, Cassels & Graydon, addressed to the City in the usual form wherein such solicitors opine to the City that (having searched appropriate public registers and publicly available information and such other searches as would a purchaser's solicitor in respect of similar lands purchased from CN) (a) upon registration of the leasehold

conveyances provided for in this Agreement, City will in each case acquire leasehold title to the lands being conveyed goodand free from encumbrance, save for such rights as are reserved in favour of CN herein, and that the leasehold title of the City shall rank subsequent in priority only to the freehold title of the owner of the freehold, which freehold title shall be good and free from encumbrance save for the Permitted Encumbrances and (b) in the case of the Community Park Lands, that CN is the freehold owner thereof and that their title is good and free from encumbrance save for the Permitted Encumbrances. Notwithstanding the foregoing, if upon completion of the Streets, Parks, Municipal Services or any other Infrastructure Element that is to be assumed by the City and after the date that the City would otherwise have been processing for assumption purposes the Streets, Parks, Municipal Services or other Infrastructure Element title for any of the foregoing items is not in conformity with the foregoing provisions, the City shall not be required to assume any such item and CN shall, at its cost, keep such item available for public use and maintain any such item to the usual municipal standards for such an item until title for such item is in conformity to the foregoing provisions and title has been conveyed to the City, together with and subject to Permitted Encumbrances.

(6) The parties agree that the City through the City Solicitor may request the OMB to withhold the release of the final order of the OMB approving the Stadium Precinct By-law until such time as:

(i) the Reference Plans referred to in Section 6.01(3) have been registered and the conveyances in Section 6.01(2), the CN Plaza Agreement and the JSC Agreement in registrable form have been delivered to the City Solicitor, in accordance with the provisions of this Agreement;

(ii) the terms and schedules of this Agreement or in the Environmental Agreement have been finally completed in a form which permits registration against the Stadium Precinct and where and to the extent permitted herein against other portions of the Railway Lands owned or controlled by CN to be conveyed or against which covenants are to be imposed;

(iii) the preliminary conveyances of the CP Lands required in Section 6.11 have been delivered to the City as provided in that Section;

(iv) all consents from TTR required pursuant to Section 5.16 have been obtained by CN; and

(v) the commitments for the Spadina Avenue Improvements have been delivered as provided in Section 5.03(3).

CN agrees not to object to any such request of the City.

(7) Conveyances and agreements delivered to the City Solicitor to be held in escrow under Section 6.01(3) shall be automatically released and delivered to the City in accordance with the provisions of this Section 6.01(7). In each case the date on which such delivery is effected shall be known and referred to as the "Release Date".

Tower Park East and Tower Park West - The Release Date for the conveyance of the TPE Lands and the TPW Lands shall be the earliest to occur of the following three events:

(i) the Stadium Opening Date;

(ii) the date on which a by-law becomes final and binding to remove a holding designation on the first of the Marathon Precincts in the Railway Lands;

(iii) March 1, 1996.

Northern Linear Park - Phase I - The Release Date for the conveyance of that portion of the NLP Lands lying east of the east limit of Spadina Avenue (which portion shall be herein called "NLP - Phase I") shall be the same date as the Release Date for the TPE Lands.

Northern Linear Park - Subsequent Phases - The conveyances of the remainder of the NLP Lands shall be determined on a Precinct by Precinct basis.

Southern Linear Park - The Release Date for the conveyance of SLP Lands shall be determined in accordance with the provisions of Section 6.03(3).

Community Park - The Release Date for the conveyance of the Community Park shall be the earlier of the following two dates to occur:

(i) March 1, 2006;

(ii) the date upon which the City gives notice of its intention to take delivery of title, which notice may be given at the City's discretion at any time after the happening of the earlier to occur of the events identified in Subsections (i) and (ii) of Section 6.03(3).

JSC Agreement and CN Plaza Agreement - The JSC Agreement and the CN Plaza Agreement shall be released from escrow on the Order Date with the public access rights to be subject to the construction requirements of CN.

Station Street Condition - Notwithstanding the foregoing provisions of this Section 6.01(7), and the satisfaction of conditions for release from escrow of conveyances for Parks as therein provided, if CN delivers to and in favour of the City a non-terminable licence for any Park which has a one-year term renewable 1,999 times for an aggregate term of 2,000 years which will limit the use to the uses herein provided and for which no fees will be paid and which is otherwise on terms and conditions comparable to those provided for the relevant Park Lease, and provided the form and terms of such licence are satisfactory to the City Solicitor, conveyances of Parks shall not be released from escrow until the City has satisfied the Station Street Condition. The "Station Street Condition" shall be deemed to have been satisfied when the City has transferred or is deemed to have transferred all of the City's rights to Station Street in accordance with the provisions of Section 5.17. CN's obligations herein respecting construction, installation and maintenance of Parks as herein provided shall not be diminished or effected by the failure to have satisfied the Station Street Condition.

(8) CN shall execute any short forms of agreement, any applications or consents or any documents requested by the City to effect registration in the proper Land Registry

Office against each one of the Parks of the interest of the City pursuant to this Agreement. CN agrees that any party subsequent in interest to it shall be subject to the right of the City to receive the conveyances herein provided with title as herein provided, it being agreed that the interest of the City to the lands to be conveyed to it pursuant to any and all provisions of this Agreement is a vested interest, only the date of actual delivery of which is subject to determination as herein provided.

(9) The City shall be entitled to enter upon any or all of the Parks prior to the Release Date relating to such Park for purposes of soil or other tests, surveys or conducting preliminary design work, or any other reasonable purpose.

Section 6.02 - Northern Linear Park

(1) CN shall grant or cause to be granted to the City leasehold title to NLP - Phase I (as defined below) and shall do so by grants of Park Leases. The lands on which the Northern Linear Park is to be located are herein called the "NLP Lands".

(2) The Northern Linear Park - Phase I ("NLP - Phase I") shall be located on the lands on the south side of and adjacent to the Rail Corridor and shall extend from the eastern limit of Spadina Avenue road allowance on the west to the eastern limit of the Peter Street road allowance on the east unless the extension under Peter Street is not constructed in which case the Northern Linear Park shall only extend to the western limit of the Peter Street road allowance (this portion of NLP - Phase I consisting of the lands shown as Parts 9, 10 and 58 on the draft reference plan annexed as Schedule "S-1").

The extension of NLP - Phase I passing under Spadina Avenue and the Spadina Avenue Bridge shall have a width equal to the width of said Part 9.

(3) Conveyance of lands on which will be located the NLP - Phase I shall reserve in favour of CN, the right from time to time to enter upon such Lands upon reasonable advance notice in writing to the City for the following purposes: (i) to install, maintain and repair the NLP Retaining Wall; (ii) to construct the Peter Street Bridge; (iii) to construct Peter Street; and (iv) to construct any public streets adjoining NLP - Phase I. The said reservations of rights shall be subject to a proviso that CN shall use its best efforts to minimize the extent and duration of its interference with and disruption of improvements and plantings on, and the use and enjoyment of the NLP Lands, while it is exercising its right of entry and further that it will restore and replace such improvements and plantings to a design and condition satisfactory to the Commissioner of Parks and Recreation (who shall not thereby be entitled to require an increase in the standards thereof). The foregoing reservations in favour of CN shall expire for each such item upon assumption of such item by the City.

All Park Leases for NLP - Phase I shall expressly provide and renew the intention of the parties hereby expressed that all development rights accruing to NLP - Phase I (except for clarity that portion under Peter Street, if any) shall be for the benefit of CN lands directly opposite fronting on the south side of Peter Street and that all such development rights shall be reserved in favour of CN for the benefit of such lands on the south side of Peter Street and shall not be utilized on NLP - Phase I.

(4) CN shall secure in its arrangements with Metro as contemplated in Section 5.03(3) a right in favour of the City to extend the Northern Linear Park under Spadina Avenue, which connection under Spadina Avenue forms part of the Spadina Avenue Improvements.

(5) CN shall at its expense construct, repair and maintain and shall retain title to the NLP Retaining Wall until assumption by the City in the manner herein contained. The "NLP Retaining Wall" means the retaining wall to be constructed by CN along the northerly limit of the NLP - Phase I Lands; the NLP Retaining Wall shall extend from the west limit of the Peter Street road allowance without interruption to the east limit of the Spadina Avenue road allowance. Until assumption, CN shall maintain and repair the NLP Retaining Wall as necessary to keep it in good repair. The NLP Retaining Wall shall be designed by the Consulting Engineer engaged under the provisions of Article III, provided CN shall be solely responsible for such design costs. The design shall be subject to the approval of the Commissioner of Public Works and the TTR. In view of the special support aspects of the NLP Retaining Wall within the Stadium Precinct, including the increase in height that will be required if the connection under Peter Street to the Stadium is not built, the parties confirm their intentions that the maintenance and repair obligations relating to the NLP Retaining Wall be shared as hereinafter set out. The City intends to assume the NLP Retaining Wall upon its assumption of NLP - Phase I and at the time of assumption of the NLP Retaining Wall by the City, CN as its full contribution to

the maintenance thereof (but subject to the City's rights during the Warranty Period) shall pay to the City an amount equal to five per cent (5%) of the capital cost of the NLP Retaining Wall, unless CN and the Commissioner of Public Works agree to some different amount. Prior to or contemporaneously upon assumption by the City, CN shall obtain for the City a registerable right of way for maintenance purposes immediately to the north of the NLP Retaining Wall with a width sufficient for a truck to have reasonable access to the NLP Retaining Wall with the access point to the said right of way to be satisfactory to the Commissioner of Public Works and the right-of-way to be subject to Permitted Encumbrances only and, if applicable, the title of TTR to the Rail Corridor.

(6) CN shall complete construction of the NLP Retaining Wall in sufficient time to complete NLP - Phase I and the Streets required to be constructed by the Stadium Opening Date.

Section 6.03 - Southern Linear Park

(1) The Southern Linear Park shall be located on those lands in the Stadium Precinct and adjacent to the Stadium Precinct shown as all of Parts 1, 6, 11 and 12 on the draft reference plan annexed as Schedule "S-1", on the John Street Railway Bridge (as defined in Section 6.03(5)), and the extension (of at least equal width) of this linear parcel in a westerly direction running generally along the Hi-Line Railway and northwards to the Community Park, all as illustrated on Map "D" annexed to the publication entitled "Railway Lands Part II: Final Report, Official Plan Statements and Zoning By-law" dated July 1985. The lands on which the SLP are to be located are herein referred to as the "SLP Lands."

(2) CN agrees to convey or cause to be conveyed leasehold title to the portion of the SLP Lands shown as Parts 1, 6, 11 and 12 on Schedule "S-1" hereto to the City by a grant or grants of a Park Lease or Park Leases as herein provided. The lease for the portions of the SLP Lands shown as said Parts 1, 6, 11 and 12 shall be delivered to the City in registrable form no later than fourteen (14) days prior to the Order Date to be held in escrow for delivery as herein provided.

(3) City acknowledges that the SLP Lands are now used by CN and CP for railway track purposes and that there is located thereon two railway tracks, which railway tracks are herein called the "Hi-Line Railway." The "Hi-Line Railway" shall include all portions of these rail lines located on the Railway Lands. The Park Lease to the City for the SLP Lands referred to in Section 6.03(2) shall be held in escrow until and shall be effectively delivered at such time as (i) CN determines that satisfactory alternate arrangements with CP or Marathon or otherwise have been made for the CN freight by-pass provided by the Hi-Line Railway, and (ii) the Hi-Line Railway has been permanently removed.

Provided, if such events have not occurred by March 1, 2006, the lease shall be delivered to the City on March 1, 2006. If the said lease is delivered on March 1, 2006, as aforesaid, and on such date the Hi-Line Railway is still so required to be used by CN, City shall grant to CN a sublease by way of leaseback of that portion of the SLP Lands occupied by the John Street Bridge and the Hi-Line Railway on a fully "net to landlord" basis and without payment of any rent or other fees other than amounts payable to reimburse for costs and expenses attributable to the Hi-Line Railway and its use, for a term equal to the term of the lease to City, but which shall end on the happening of the first to occur of the two events recited in sub-paragraphs (i) and (ii) in this subsection 6.03(3). At the request of CN, City will agree to a reservation of a right on the same terms in the Park Lease, instead of the said leaseback. Such leaseback, or reservation, as the case may be, shall permit the exclusive use, operation and maintenance of the Hi-Line Railway by CN and shall be without prejudice to CN's continuing obligation to remove the Hi-Line Railway as herein provided.

(4) As future precincts are developed, CN shall grant or cause to be conveyed the remaining portions of the SLP lying west of the western limit of Spadina Avenue.

(5) CN agrees to convey to the City absolute title free and clear of encumbrances (but subject to Permitted Encumbrances) to the existing bridge across John Street (or any replacement thereof) (the "John Street Railway Bridge") which forms part of and serves the Hi-Line Railway. The conveyance of the SLP Lands referred to in Section 6.03(2) shall include a conveyance of the said bridge, and delivery of the conveyance of the said bridge shall be effected upon delivery of leasehold title to the SLP Lands as described in Section 6.03(2).

CN covenants to maintain the John Street Railway Bridge in a good and safe condition until conveyance thereof to the City and without prejudice to CN's maintenance obligations during the Warranty Period therefor to the extent herein provided. CN shall make all repairs and modifications to the said bridge in accordance with the obligations in Article VII so that when transferred to the City, it will be suitable for use as part of the Southern Linear Park.

(6) CN agrees to make every reasonable effort to facilitate and complete the permanent relocation of the Hi-Line Railway by June 1, 1988 in order to permit conveyance of the SLP Lands (as described in Section 6.03(2)), construction of the Southern Linear Park thereon and conveyance of other lands on which the Hi-Line Railway is located, all as herein provided, as soon as possible.

(7) The parties acknowledge that the John Street Water Pumping Station (the "Pumping Station") is required to be relocated to accommodate the Stadium and that the new Pumping Station (the "New Pumping Station") may be relocated in such a manner that it will lie, in part, under the Southern Linear Park, as is illustrated on Schedules "A" and "U" hereof. Temporary interruption of the use or removal of the Hi-Line Railway to accommodate construction of the New Pumping Station shall not be deemed to be termination of use of the Hi-Line Railway as contemplated in Section 6.03(3) if CN gives notice to the City that it intends to reinstate and use the Hi-Line Railway upon completion of the New Pumping Station, and provided it does reinstate the Hi-Line Railway.

(8) If the New Pumping Station is located on the SLP Lands, CN covenants that it shall be located below an elevation which will permit construction on its roof of the Southern Linear Park designed in accordance with Article VII. CN agrees to impose such a restriction for the benefit of the City and the SLP Lands upon that portion of the SLP Lands to be occupied by the New Pumping Station. CN acknowledges that design details and provision for construction and maintenance of such improvements under the Southern Linear Park shall be dealt with and provided for in the Development Review Process for the New Pumping Station.

(9) If CN conveys to Metro freehold title to that portion of the SLP Lands on which is to be located the New Pumping Station (being Part 1 on Schedule "1"), CN will cause Metro to be bound by CN's obligations herein as they apply to said Part 1 and the granting to City of a Park Lease therefore. CN shall obtain from Metro its covenant to construct or cause to be constructed the New Pumping Station in such a manner as to permit construction on its roof of the linear parkway proposed for the Southern Linear Park by the City and that the structure of the New Pumping Station shall comply with the requirements of Section 6.03(8).

Section 6.04 - John Street Corridor

(1) The John Street Corridor shall be located on the land (herein called the "JSC Lands") shown as Parts 28, 29 and 30 on Schedule "S-1".

(2) The John Street Corridor is intended to be used in perpetuity to provide an open pedestrian link from John Street and the John Street Bridge to Esplanade as part of a larger design to maintain an open pedestrian access and to provide an open, unobstructed view plane from Front Street to Lakeshore Drive, subject to Section 6.04(3)(iv).

(3) CN shall enter into an agreement in registrable form (herein called the "JSC Agreement") in favour of the City whereby it will impose restrictions and will covenant on with respect to the JSC Lands as follows:

(i) the City, all ratepayers thereof and the public at large (including without limiting the generality of the foregoing, occupants, patrons and persons doing business with the CN Tower, Tour of the Universe and Telesat) shall have the right to pass and repass at all times twenty-four hours a day, seven days a week, along and over the John Street Corridor. Nothing herein shall restrict the right of CN to provide passage of motor vehicles (except as herein provided) or to prohibit activities not permitted in a public park of the City of Toronto or to prohibit the use of the John Street Corridor by persons whose acts or omissions are unduly disruptive of the use and enjoyment of the John Street Corridor by the public at large or of reasonable access to the adjoining facilities or structures;

(ii) if required to make the covenants contained in this Section 6.04(3) run with the JSC Lands so that the covenant is binding on successors and assigns, CN shall give as a further assurance of the said covenant a restatement of the said covenant as a grant of easement burdening the JSC Lands and benefitting the TPW Lands and the TPE Lands;

(iii) the said rights shall be satisfied during the life of the Stadium by such a right to pass over the structure shown on Schedule "I" adjacent and to the east of "Stadium Edge" as illustrated on Schedule "I" including the stairways and the access ramp and stairs forming part of the structure illustrated and the lower level of the John Street Corridor adjacent to Tower Park West, it being the intention that pedestrians shall always have a right-of-way to pass from John Street to the Stadium and to Esplanade in both northerly and southerly directions over the John Street Corridor;

(iv) CN shall covenant that there shall be no improvements, temporary or permanent, located on or within the JSC

Lands which will be located above an elevation equal to the elevation of the southern end of the John Street Bridge save for any which may be approved as part of a Development Review Process for the JSC Lands;

(v) the term of this covenant shall be 2,000 years;

(vi) CN shall be entitled to interfere with the right of public access or, if applicable, the demise of the said right-of-way in favour of the City as provided in sub-paragraph (ii) above from time to time upon reasonable advance notice to the City for purposes of construction, maintenance and repair of the Stadium and its related improvements, provided CN shall minimize the extent and duration of any such interference or interruption;

(vii) CN shall promptly repair and keep in good repair all improvements on the JSC Lands and shall maintain them in good order and condition at its expense and shall keep them free and clear of rubbish, water, snow, and ice;

(viii) There shall be no vehicular traffic permitted on the JSC Lands except for the following:

(a) public emergency vehicles,
(b) vehicles for handicapped persons,
(c) City of Toronto Parks Department vehicles,
(d) Stadium maintenance vehicles when performing maintenance work,

and until the opening of Esplanade along the southern limits of Tower Park East and Tower Park West,

(e) vehicles gaining access to Tower Park East and Tower Park West as permitted by the City, which vehicles shall be permitted at the level of Tower Park West.

(ix) the JSC Agreement shall release the City from any liability for construction, maintenance and repair of the JSC Lands, all of which shall be the responsibility of CN subject to cost sharing of the Park Infrastructure in accordance with Article VII; CN shall indemnify the City for all liability with respect to the JSC Lands;

(x) if CN defaults in any of its obligations under the said JSC Agreement, the City shall have the right on reasonable notice to enter upon the JSC Lands and perform the covenant of CN and to collect its costs therefore in the same manner as it is entitled to employ for taxes in arrears.

The form of the JSC Agreement shall be settled by the parties to the satisfaction of the City Solicitor at least five (5) Business Days before the Hearing Date, failing which the City will be entitled to exercise its rights under Section 6.01(6) to request the OMB to delay commencement of the hearing or, at the option of the City, to withhold the release of the final order until such time as the said agreement has been settled.

(6) The designs of the John Street Corridor and Tower Park West shall include structures to accommodate the ready access from one level to the other for handicapped persons and their vehicles, unless accommodation at all times is provided elsewhere within the Stadium satisfactory to the City.

(7) As part of or at the time of the Development Review Process for the Stadium, if so required by the City, CN shall enter into agreements which will impose on the JSC Lands covenants which will run with the JSC Lands which will limit their use to uses which do not impair public pedestrian access purposes as provided in Section 6.04(2) and which will guarantee the rights to pass and repass as set out in Section 6.04(3)(i), (iii), (iv) and (viii), subject only to the construction thereon of improvements which by their design preserve such unrestricted right of access in favour of the City and the public at large. Such agreement shall also provide for CN to maintain and repair the structures and improvements so installed.

Section 6.05 - Tower Park West

(1) Tower Park West shall be the public park to be constructed on the lands (the "TPW Lands") consisting of that part of the Stadium Precinct identified on Schedule "I" and shown as Parts 31 and 32 on Schedule "S-1".

(2) CN shall convey leasehold title to the TPW Lands (excluding those portions forming part of the CP Lands) to the City by way of Park Lease (the "TPW Lease"). The lands demised under such Park Lease shall include the surface of the TPW Lands (at the elevation or plane established for the completed Tower Park West) and shall descend to a depth of six feet everywhere except above the existing structure of the Tour of the Universe above which the demise shall descend only to a depth of one foot below the surface and except for a temporary reservation below the surface of that portion of Tower Park West shown as Part   on Schedule "S-1" for so long as the Stadium structure or any replacement from time to time exists. Such reservation shall provide that it shall be automatically terminated once the Stadium structure or any

replacement is permanently removed and such right of the City shall be registered on title to such reserved portion.

(3) The parties acknowledge that CP and Marathon are the owners of the CP Lands, a portion of which constitute a portion of the TPW Lands. The manner in which the CP Lands are to be conveyed to the City are set out in Section 6.11.

(4) The TPW Lease shall be a Park Lease and shall reserve in favour of CN the right to install and maintain the Subsurface Elements. (The expression "Subsurface Elements" used in this Section 6.04 and in Sections 6.05 and 6.06 shall mean those elements illustrated on Schedule "I" and identified as "Service Tunnel for Stadium", "CN Tower Parking Garage," "Tour of the Universe," and "possible link to parking for Telesat" and any other improvements located below the demised premises which are approved by the City in a Development Review Process.)

The right to install Subsurface Elements shall be subject to preconditions that CN shall covenant to repair and restore all parts of Tower Park West (and Tower Park East as may be the case) to at least the condition they were prior to such work being undertaken and to indemnify the City in connection with such work and to provide insurance against liability and bonds for completion of such work. Such work shall only be permitted in accordance with plans and specifications approved by the City in advance. The City will permit the installation of an air duct or emergency stair exit which encroach onto the TPW Lands if such cannot be reasonably accommodated elsewhere and provided the location and extent thereof shall be subject to the approval of the City, and shall not interfere with the use and enjoyment of TPW.

The lease shall limit the use of the lands demised to the City to Park Uses.

(5) The TPW Lease shall include a covenant from City in favour of CN to permit pedestrian access by tenants, occupants and invitees of the Stadium, the CN Tower, Tour of the Universe and other facilities located within such areas to pass over Tower Park West and to gain access thereto provided there is no breach of the covenants and obligations respecting the John Street Corridor set out in Sections 6.04(3) and 6.04(7). CN shall also be entitled to construct or cause to be constructed that portion of the Stadium structure to be located on Part 28 of the TPW Lands as illustrated on the Schedules and shall covenant to repair and maintain such improvement during the life of the Stadium.

Section 6.06 - Tower Park East

(1) Tower Park East shall be located on the lands (the "TPE Lands") consisting of that portion of the Stadium Precinct lying immediately to the north of Esplanade, to the east of Tower Park West and the CN Tower Lands, and to the south of the Rail Corridor, all as illustrated on Schedule "I" and identified as all of Parts 34, 35 and 36 on the draft reference plan annexed as Schedule "S-1".

(2) CN shall convey leasehold title to the TPE Lands to the City by grant of a Park Lease. The said Lands may be used by the City only for Park Uses provided that the sundry other uses contemplated in this Section 6.06 shall not constitute breach of this provision.

(3) Subject to the establishment of terms satisfactory to it, City may permit the Hydro Substation to be located under the

TPE Lands at a location illustrated on Schedule "J" of this Agreement. Subject to establishment of terms satisfactory to the City, the City may permit the location on the TPE Lands of a Telesat facility, a possible location for which is illustrated on Schedule "J." The City agrees that CN may enter into a lease with Telesat in a form and content approved by the City, which lease shall provide as a covenant of the tenant an obligation to provide the interpretive program required by the Commissioner of Parks and Recreation. At the time the Park Lease for Tower Park East is released to the City, the City shall accept an assignment of the said lease to Telesat reserving all net monetary benefits from rentals to CN and with the intention that the City not be required to assume any obligations.

(4) As provided in Section 5.15, CN acknowledges that the City would prefer to have the pedestrian access located along the southern perimeter of TPE Lands so that pedestrian traffic flow would run along the southern limit of TPE Lands through the CP Hotel site and from there to Simcoe Street. If this latter arrangement is not achieved, CN shall be responsible for installation of such surface cover in a form satisfactory to the City as may be necessary to create an interim pedestrian walkway diagonally across the TPE Lands (running generally from the southwest corner to the northeast corner as is illustrated on Schedule "I") and CN agrees to remove such surface covering as required by the City at such time as it is possible to locate the pedestrian accessway along the southern limit of TPE Lands as aforesaid.

Section 6.07 - Community Park

(1) Community Park shall be located on those lands lying to the west of the Stadium Precinct illustrated as Part 2 on Schedule "S-2".

(2) CN shall convey to the City freehold title to the lands constituting Community Park (the "Community Park Lands"), provided the City will accept a Park Lease for the Community Park if such lease contains, on terms satisfactory to the City, an option exercisable at any time during the term to be effective to purchase at any time after the 40th year of the term the Community Park Lands on sixty (60) days' notice for a purchase price of Two Dollars ($2.00).

CN shall have the right to request that the City exercise and complete its purchase option as expeditiously as reasonably possible at any time during the term of the lease on not less than sixty (60) days' prior written notice.

(3) The conveyance of the Community Park shall reserve in favour of CN a right to construct, maintain, operate and replace or reconstruct from time to time a parking garage facility below the Community Park to serve the parking requirements of Precinct 10 (being the Precinct north of the Rail Corridor, south of Front Street, west of Spadina Avenue and east of Portland Street) east of Portland Street. The details of location, design, access, repair and maintenance arrangements for, size and specifications of such garage shall be subject to the approval of City at the time of and shall be considered as part of the Development Review Process for Precinct 10. Such a garage and its use shall not be allowed to interfere in any material way with Park Uses of the Community Park. The City shall be indemnified and held

harmless with respect to all liabilities, costs and expenses in any way relating to the construction, maintenance, use and operation of such a parking garage. The party seeking to build such a garage shall be responsible at its expense for repair and replacement of all park improvements of the City damaged as a result of such construction and such party shall indemnify the City from and against any costs, loss or claims by third parties as a result of such work. No such garage shall be permitted if parking requirements are satisfied or can be satisfied elsewhere within Precinct 10, and the right to construct or replace such a garage shall terminate when the municipal requirements for such parking end or the GO idling yards south of Front Street have been removed and all rights under the existing leases have been relinquished to enable CN to use such lands for parking purposes. The City shall be entitled to require CN to remove such a garage at the end of its useful life, unless it has then or is proposed to be reconstructed for the purposes permitted under this Section 6.07(3).

Section 6.08 - Park Use Restriction

Without limiting the provisions of the Stadium Precinct By-law or of the right of the City to zone and rezone in general, the City and CN agree that:

(i) the SLP Lands, and the NLP Lands, shall only be used for Park Uses;

(ii) the John Street Corridor shall be only used for the purposes set forth in Section 6.04;

(iii) the Community Park shall be only used for Park Uses, or for a school or for a school playground or for any combination of such uses and for the purposes of Section 6.07(3) for an underground parking garage;

(iv) Tower Park East shall only be used for Park Uses and for other uses herein referred to for TPE including the uses proposed on Schedules "I" and "J";

(v) Tower Park West shall be used only for Park Uses, for the uses referred to herein including the uses proposed on Schedules "I" and "J" and as part of a pedestrian right-of-way;

provided provision for access by public emergency, fire, ambulance and police vehicles shall also be permitted in any of the Parks.

City agrees that the respective conveyances for the said parcels of land shall provide for such use restrictions.

The expression "Park Uses" as used in this Agreement shall mean such uses as are permitted from time to time within a park designation under the provisions of the general zoning By-law of the City of Toronto in force from time to time.

Section 6.09 - Condition of Lands at Time of Conveyance

(1) CN shall at its expense increase elevations of the surface of lands to be conveyed to the City pursuant to this Agreement by the addition of suitable fill or permitted structures to such levels as have been or will be agreed upon by the parties.

(2) The covenants of CN with respect to condition of and improvements to Parks shall survive any conveyance of title to the City, and shall be renewed in each Park Lease and

shall end upon expiration of the Warranty Period provided for in Article VII.

Section 6.10 - CN Plaza

(1) "CN Plaza" shall mean the lands designated as Part 21 on Schedule "S-1".

(2) CN shall pay for all costs of construction and installation of CN Plaza. CN covenants that it shall permit pedestrians and the public at large to pass, repass and enjoy the amenities of CN Plaza 24 hours a day, seven days a week. Save as herein provided, no vehicular traffic shall be permitted on CN Plaza. CN covenants not to use CN Plaza or to permit CN Plaza to be used for any other purposes than Park Uses and for pedestrian access to buildings on adjoining lands, and not to construct or permit to be constructed thereon any improvements which are not consistent with or interfere with such uses, or any improvements which are other than park and open space amenities. Nothing herein shall restrict the right of CN to prohibit passage of motor vehicles (except vehicles used by handicapped persons and emergency vehicles) or to prohibit activities not permitted in a public park of the City of Toronto or to prohibit the use of CN Plaza by persons whose acts or omissions are unduly disruptive of the use and enjoyment of CN Plaza by the public at large or of reasonable access to adjoining facilities or structures as herein provided. Notwithstanding the foregoing, CN shall design CN Plaza to accommodate, and shall permit the passage of emergency vehicles, including fire, police and ambulance vehicles and parks maintenance vehicles of the City. CN Plaza shall be completed not less than thirty (30) days prior to the Stadium Open Date.

(3) CN agrees to execute an agreement (the "CN Plaza Agreement") to impose on the CN Plaza lands the covenants set out in Section 6.10(2) as covenants to run with and bind CN Plaza. These covenants shall bind CN Plaza for 200 years and thereafter for so long as the Stadium is used.

Section 6.11 - CP Lands

(1) The parties acknowledge that a part of the TPW Lands and TPE Lands is now owned by CP and Marathon (which part is marked with diagonal lines on Schedule "C") and that Marathon's and CP's title is partly freehold and partly leasehold. The said lands owned by CP and Marathon are herein called the "CP Lands". The portion of the CP Lands so owned by leasehold title is held under a perpetually renewable lease granted by the Toronto Harbour Commissioners. If at least fourteen (14) days prior to the Hearing Date an agreement from Marathon and CP, in a form and content satisfactory to the City Solicitor, confirming the agreements by such parties to transfer the CP Lands in the manner set forth herein is not delivered to the City, the City shall be entitled to request an adjournment of the OMB Hearing and CN shall support such request for an adjournment until alternative arrangements acceptable to the City are made. Such agreements shall provide that, without prejudice to the City's rights to deal directly with CP and Marathon at the time of the first Marathon Precinct, the leases of such lands in the form of the TPW Park Lease (for lands adjacent to or included in TPW) and in the form of the TPE Park Lease (for lands adjacent to or included in TPE) shall be delivered in escrow to the City Solicitor prior to the Order Date to be released at the same time as the TPW Park Lease or TPE Park Lease as the case may be.

(2) The parties acknowledge their mutual intention that the balance of the CP Lands should be acquired and conveyed to the City at no cost to the City to be added to and incorporated into the TPE Lands and the TPW Lands as is illustrated in the Schedules and be subject to the respective Park Leases and all agreements and arrangements with respect to such CP Lands. Both agree to respect and endeavour to bring about this mutual intention as soon as reasonably possible in all future negotiations and dealings with CP and Marathon.

Section 6.12 - Park Leases

(1) Annexed as Schedule "W" is a form of lease agreed to by the parties which is herein referred to as a "Park Lease". This form of lease shall be amended only to incorporate the special provisions respecting each such demise as provided in this Article VI and in Article VII and as provided in this Section 6.12.

(2) The lease or leases for the Northern Linear Park shall include an acknowledgment from the City to consider (without obligation) granting rights in favour of the freehold owner of the lands demised to construct subsurface improvements.

(3) Each Park Lease shall have an initial term of 1,000 years. If permitted by law, City shall have the right to renew the lease on the same terms and conditions excluding the right of renewal for a further term of 1,000 years.

Section 6.13 - John Street Park

(1) John Street Park shall mean those lands lying north of the Railway Corridor adjacent to the John Street Bridge illustrated on Schedule "K".

(2) Based on the alternative referred to in Section 6.13(3)(i) hereof, City has obtained agreement from The Royal Bank of Canada ("Royal") to amend the approved park design drawings for the Royal portion of the John Street Park to widen the walkway (the Central Spine as illustrated) by five feet, four inches; Royal has agreed to construct at its expense a decorative metal fence of up to five feet in height along the western boundary of the Central Spine as widened. If CN elects to follow the alternative referred to in Section 6.13(3)(ii) hereof, the City and CN shall cooperate in a reasonable manner to seek Royal's consent, if required, to such alternative.

(3) (i) CN shall make or cause to be made such modifications to the existing entrance and exit doors at the west end of the Metro Toronto Convention Centre (as shown on Schedule "K") as may be required to ensure that such doors will either be left open or will automatically open when approached by pedestrian traffic from either side of the doors. CN agrees that pedestrian traffic shall be entitled to pass through such doors and the hallway to which such doors give access in a north-south direction for an ample time during both before and after all events in the Stadium as required by the City Commissioners of Planning and Developments and Public Works. CN shall maintain or caused to be maintained the said doors and corridors in good repair at all times and an amended development agreement in a form satisfactory

to the City Solicitor between the City and the owner of the Metro Toronto Convention Centre concerning this obligation shall be delivered prior to the Order Date;

(ii) As an alternative to Section 6.13(3)(i) above, CN shall have the option to (i) reduce the effective width and thereby the pedestrian flow of the John Street Bridge through the placement of temporary planters (or otherwise if City approves) at the cost of CN by an amount which will be equivalent to the reduction in pedestrian flow through the John Street Park arising from the failure to comply with Section 6.13(3)(i) above, and (ii) to correspondingly increase, at the cost of CN, the width of the Pedestrian Walkway to accommodate an equivalent amount of pedestrian flow as so reduced. CN acknowledges that if it decides to follow the alternative in this Section 6.13(3)(ii), it must do so to reflect the construction timing of the Pedestrian Walkway required by Section 5.15 hereof.

(4) CN acknowledges that Royal and the City have agreed to appoint a committee to monitor the extent to which pedestrian traffic from major events in the Stadium encroach on Park Use aspects of the Royal portion of the John Street Park by using it as a major pedestrian traffic access and egress route for events in the Stadium. If the committee determines that such encroachment occurs, then Royal at its expense shall be entitled to undertake remedial measures within the boundaries of the Royal portion as may be determined by the committee.

(5) CN shall, at its expense, install all improvements and effect all changes to John Street Park (save for the Royal portion thereof) shown on Schedule "K". Plans, specifications,

design and phasing of such improvements shall be governed by the provisions of Article VII.

ARTICLE VII
PARKS - IMPROVEMENTS

Section 7.01 - Consulting Landscape Architects

(1) The City will select and retain jointly with CN certified "Consulting Landscape Architects" to design, supervise and provide contract administration for Community Park and Tower Park East. The expression "Consulting Landscape Architects" as used in this Agreement shall mean a certified landscape architect or firm of landscape architects who are full members in good standing with the Ontario Association of Landscape Architects, with expertise in municipal parks and recreation planning, design and construction. The fees and expense of such Consulting Landscape Architects shall be paid by CN but shall be deemed to be a cost of each such Park to be shared in accordance with the provisions thereof.

(2) CN and the City will jointly select and retain Consulting Landscape Architects to design, supervise and provide contract administration for Tower Park West, John Street Corridor, Northern Linear Park and Southern Linear Park. The fees and expenses of such Consulting Landscape Architects so retained shall be paid by CN but deemed to be a cost of the Park or John Street Corridor to be shared in accordance with the provisions hereof.

(3) The Consulting Landscape Architects appointed in accordance with Sections 7.01(1) and (2) shall be directed to take instructions from both CN and the City. CN acknowledges, however, that its involvement in this process and its

instructions to the Consulting Landscape Architects shall be limited to those instructions necessary to ensure that CN interests regarding the quality equivalents referred to in Section 7.02(3) are complied with and to provide CN's comments on the compatibility of the designs with adjacent development. CN further acknowledges, providing it does not interfere with CN interests as provided for in Sections 7.02(2) and (3) hereof, that all normal instructions to the Consulting Landscape Architect regarding matters of park program, use and detailed design, shall be the responsibility of the City.

(4) CN agrees to submit, subject to the provisions of Section 40 of the Planning Act and this Agreement, an application for approval of the design of CN Plaza in sufficient time to permit construction to proceed in accordance with Schedule "N". CN shall retain or cause to be retained Consulting Landscape Architects or architect with expertise in urban open space planning, design and construction to design CN Plaza in a manner satisfactory to the City. CN agrees that no costs or consulting fees relating to the design and construction of CN Plaza shall be borne by the City.

Section 7.02 - Parks Design

(1) The City and CN agree that the Parks designs and John Street Corridor and CN Plaza designs to be prepared by the Consulting Landscape Architect shall be based upon the provisions of Section 7.02(2), (3) and (4) and shall have due regard of the program elements and constraints set out in Schedules "H", "I", "J", "K" and "L". It is acknowledged by the parties hereto that the Schedules referred to above do not represent actual design proposals and are provided solely

for the purpose of illustrating the general patterns and quality of design to be pursued.

(2) All Parks, John Street Corridor and CN Plaza shall be designed to the satisfaction of the City. The standards of materials and specifications found in the existing parks and areas set out below shall serve in general terms as minimum equivalents which must be met by the Parks, John Street Corridor and CN Plaza set opposite:

Park Name	Equivalent
Tower Park East Tower Park West John Street Corridor	Trinity Park or College Park
. . .	
Southern Linear Park Northern Linear Park	Martin Goodman Trail (permanent section to be constructed between Bay Street and York Street in 1986)
. . .	
Community Park	St. James Park or Stanley Park or Crombie Park
. . .	
CN Plaza	Commerce Court or Nathan Phillips Square or College Park

Notwithstanding the involvement of CN in the design process, all decisions regarding program, the quality of facilities, layout and matters of design detail shall rest with the City which shall have due regard to the design equivalents set out above. The design for Tower Park East and Tower Park West shall ensure full and adequate access for pedestrians and emergency vehicles to the CN Tower, Tour of the Universe and the Stadium and the design of Tower Park West shall be compatible with the Stadium and CN Tower. Any re-design of Tower Park East and Tower Park West during the lifetime of the CN Tower and the Stadium shall be in conformity with the foregoing design requirements.

(3) The designs shall, notwithstanding, be prepared with due regard for the maximum upset capital costs (excluding design and supervision costs) identified below:

Tower Park East	- $1,700,000 (95,000 square feet at $18 per sq. ft.)
Tower Park West	- $1,400,000 (40,000 square feet at $35 per sq. ft.)
John Street Corridor	- $2,220,000 (55,000 square feet at $40.36 per square foot)
CN Plaza	- $1,800,000 (46,500 square feet at $38,70 per sq. ft.)
Northern Linear Park and Southern Linear Park	- $525,000 (70,200 square feet at $7.47 per sq. ft.)
Community Park	- $2,000,000

Such maximum amounts shall be increased semi-annually after the date hereof in accordance with the percentage increase in the "Construction Price Statistics" at Toronto, Ontario, as published by Statistics Canada from time to time. If the maximum upset capital costs set forth herein are exceeded by the tendered price for any particular location, the City at its option shall either redesign such location so as to reduce the costs to the maximum allowable or proceed with such original design with the excess costs to be the sole responsibility of the City. For the sake of clarity, the design and supervision costs shall be part of the Parks costs and John Street Corridor costs to be shared as provided herein.

(4) All Parks designs and John Street Corridor and CN Plaza designs shall include reasonable and appropriate accommodation for access by wheelchairs and vehicles for disabled persons.

Section 7.03 - Parks Construction

(1) In accordance with the designs determined pursuant to Section 7.02, CN shall construct or cause to be constructed all of the following: Northern Linear Park, Southern Linear Park, John Street Corridor, Tower Park West, Tower Park East and CN Plaza.

In the case of any of the Parks (but not the John Street Corridor) to which the City is required to contribute subject to the provisions of Schedule "T" hereof, CN will follow or cause to be followed a public tendering process similar to that normally followed by the City for similar City projects put out to tender, such process to be reviewed with and acceptable to the Commissioner of Parks and Recreation. Prior to awarding any contract for work to be cost-shared by the City, CN shall obtain in writing the approval of the Commissioner of Planning and Development and the Commissioner of Parks and Recreation. All tender openings subject to this provision shall occur in a public forum at which a representative of the City, a representative of CN and the Consulting Landscape Architects are present. The Consulting Landscape Architects shall in all cases deliver to the City and CN their recommendations in writing for acceptance of any tender. Prior to any public tender concerning any portion of the Parks or for any horticultural items forming part of the Streets, CN shall notify the Commissioner of Parks and Recreation and shall give the Commissioner of Parks and Recreation an opportunity to propose to do any such work for a specific price. If the City and CN cannot agree on any price proposed by the Commissioner of Parks and Recreation, the public tender process shall be followed, as provided for herein.

(2) The Consulting Landscape Architects in respect of each portion of the Parks Infrastructure or John Street Corridor or CN Plaza, as the case may be, shall prepare complete tender documentation for each of the Parks and John Street Corridor to which the City is contributing a portion of the cost as provided for herein. The Consulting Landscape Architects shall affix their seal and signature to each such construction drawing.

(3) The proposed final constructions drawings for each of the Parks and John Street Corridor shall be delivered to the Commissioners of Planning and Development and Parks and Recreation for approval at least thirty (30) days prior to the giving of notice requesting bids for public tender (if required) pursuant to Section 7.03(1). The Commissioner of Parks and Recreation shall within a reasonable time of the delivery of any construction drawings and tender package either:

(a) return to CN a copy of the construction drawings bearing his approval that the construction drawings are acceptable to him, or

(b) return to CN a copy of the construction drawings together with a written indication of the alterations or additions necessary to render the drawings acceptable to him.

Construction drawings which are returned to CN pursuant to clause (a) above or which are returned to CN after CN has incorporated the alterations or additions arising pursuant to clause (b) above shall be deemed to be and are hereafter referred to as "Approved Park Construction Drawings".

(4) If any changes are required to Approved Park Construction Drawings as a result of site conditions after commencement of construction, Consulting Landscape Architects shall notify the Commissioner of Parks and Recreation promptly of the site conditions and request approval of the suggested changes or CN may request the approval of the City directly. The Commissioner of Parks and Recreation shall consider and respond to any such request within a reasonable time after request, having regard for prevailing conditions and circumstances. If the Consulting Landscape Architects are of the opinion that there is an emergency arising with respect to any Infrastructure Element by reason of which there is an imminent risk to life, safety or property, CN may, upon such notice, if any, to the Commissioner of Parks and Recreation as may be reasonably possible in the circumstances, perform such work, as may be necessary to avoid such imminent risk. CN shall forthwith give to the Commissioner of Parks and Recreation written notice setting forth the nature of the emergency and specifying the work performed. CN acknowledges

that notwithstanding the performance by CN of any work arising from an emergency, all changes to the Approved Construction Drawings shall require the approval of the Commissioner of Parks and Recreation. CN agrees that any remedial work required as a result of the Commissioner of Parks and Recreation not approving the manner in which such emergency work has been performed shall be made to such Infrastructure Element.

(5) Subject to the terms of this Agreement, including without limitation the provisions of Article VI hereof, CN shall have control and discretion over all matters relating to the construction of the Parks Infrastructure, including the division of the Work into as many separate construction contracts as may seem appropriate to CN, the right to retain and terminate contractors and all other aspects of construction.

(6) Subject to this Section, CN shall not let any contract for the performance of the Park Work in which the City is cost sharing pursuant to the terms of this Agreement until the form and provisions of the contract, the contractor's guarantees and the contractor have been first approved by the Commissioner of Parks and Recreation, which approval shall not be unreasonably withheld. All contracts (whether or not costs shared by the City) shall provide that representatives of the Commissioner of Parks and Recreation may inspect the construction of all work under the contracts. Prior to the commencement of the Park Work, CN shall file with the Commissioner of Parks and Recreation true copies of all contracts (including all Schedules and drawings) for the Work and a list identifying the subcontractors proposed to be engaged.

(7) CN shall, if it terminates or permits the termination of any agreement pursuant to which a contractor is obliged to carry out and complete the Work or a portion thereof or amends or alters such agreement or permits it to be amended or altered in such a way that the obligations of such a contractor are reduced or otherwise altered substantially, or engages or permits the engagement of any contractor other than the contractor or contractors named in the agreement or agreements delivered to the Commissioner of Parks and Recreation or any subcontractor other than the subcontractors so identified on the list referred to in Section 7.03(6), given written notice thereof to the City and CN shall obtain the consent of the Commissioner of Parks and Recreation to any such termination, amendment, alteration or hiring, provided nothing herein shall be contrary to the requirements of this Agreement or the Approved Parks Construction Drawings.

(8) CN shall not commence to carry out any portion of the Park Work without first having obtained Approved Parks Construction Drawings for such portion of the Park Work and then giving reasonable prior written notice that it intends to do so to the City with such notice to specify the anticipated date of commencement of the Work.

(9) CN shall perform, or cause to be performed, from time to time as it carries out the Park Work, such tests as contemplated in the tender documents or as may be required by the Commissioner of Parks and Recreation prior to and during construction of any of the Park Infrastructure and shall provide to the City copies of all reports made in connection with such tests. Subject to any additional tests required by field conditions not contemplated at the time of any approvals to construction drawings or emergency situations,

the City shall advise CN of all such tests at the time the Commissioner of Parks and Recreation gives his approval to construction drawings pursuant to Section 7.03(3).

Section 7.04 - Phasing of Parks

Construction of all Parks and John Street Corridor pursuant hereto shall be commenced and completed by CN in accordance with the Infrastructure Phasing Schedule, except that the landscaping of Community Park shall be commenced when fifty per cent (50%) of the buildable frontage adjacent to Community Park (i.e., the buildable frontages of Esplanade and Portland Street across from the Community Park) is under development. Stage 1 of Tower Park East (comprising removal of existing parking surfaces and non-park related facilities), Tower Park West, the Northern Linear Park, John Street Corridor and CN Plaza will be developed in conjunction with construction of the Stadium and available for public use not later than the Stadium Opening Date. The Southern Linear Park will be landscaped after the permanent removal of the Hi-Line Railway in accordance with Section 6.03.

Section 7.05 - Parks Costs

(1) Park Development Costs for all Parks and the John Street Corridor shall be shared in accordance with the provisions of Schedule "T". For the purposes of this Agreement "Park Development Costs" mean:

(a) in the case of parks not located over buildings or structures, all costs of developing the land for parks purposes but not including the cost of preparing a rough graded site for required elevations, free of railway facilities, or of fulfillment of environmental problems pursuant to the Environmental Report; and

(b) in the case of park and open space surfaces located on or over buildings or structures (including the John Street Corridor), all the cost of developing the exposed surface for parks and open space purposes after the construction of the supporting structure but not the building or structure underneath, or the waterproofing membrances, drainage system, facilities provided primarily for the purpose of gaining access to the Stadium or CN Tower (and which would not otherwise be necessary for the Parks or John Street Corridor) or similar items.

(2) Each of CN and the City shall pay to the other its respective share of Park Development Costs on a monthly basis based upon Progress Certificates provided by the Consulting Landscape Architects. Provided City shall have the right to withhold monthly payments with respect to its share of costs incurred by CN with respect to any Park until such time as such of Parks or the John Street Corridor has been substantially completed as determined by the Commissioner of Parks and Recreation, in which event such payments shall bear interest at Prime Rate, such interest to start to accrue thirty (30) days after the Progress Certificate in respect of the amounts set forth therein and excluding interest on holdbacks and late payment charges between CN and the Contractor. Notwithstanding anything herein contained to the contrary, no interest shall be calculated or accrue or be payable in respect of any of the Park Development Costs until the preliminary title opinions have been given in accordance with Sections 5.11(6), 6.01(5) and 8.03(4). With respect to such payment, such payment obligations shall be subject to the provisions of the Construction Lien Act and Section 3.06 hereof.

(3) In the event of any dispute as to the amount payable at any time, the portion of such amount in dispute need not be paid until the matter has been determined by arbitration in accordance with Article IX hereof, if applicable.

Section 7.06 - Inspection

CN shall permit inspectors employed, engaged or appointed by the City to have access to and carry out inspections with respect to the Park Work as, when and where the Commissioner of Parks and Recreation deems advisable and without the necessity of any prior notice, provided such inspectors shall provide appropriate identification upon request.

Section 7.07 - Progress Certificates

As the work progresses (whether or not cost shared with the City), the Consulting Landscape Architects in respect of such portion of the Park Work will issue to CN and to the City progress certificates ("Progress Certificates") on a monthly basis which shall state:

(a) the percentage of the work which in the opinion of the Consulting Landscape Architects has been satisfactorily completed with respect to each of the Parks or the John Street Corridor since the commencement of Park Work on such Parks or the John Street Corridor and the corresponding dollar value thereof;

(b) the amounts paid to date and the amounts due on each construction contract in respect of Park Work performed on such of the Parks or the John Street Corridor;

(c) the amount of any Holdbacks required under the Construction Lien Act or any other applicable legislation in respect of Park Work being performed on such of the Parks or the John Street Corridor;

(d) the cost to CN of the Consulting Landscape Architects' services for the period covered by the certificate and a statement of the amount of the cost of the services which is attributable to the matter covered by such certificate;

(e) the portion of the above costs allocated to each of CN and the City; and

(f) the amount payable by the City in respect of such portion of the Park Work performed to date and remaining unpaid.

Section 7.08 - Deficiencies in Parks and John Street Corridor Construction

The City shall have the right at any time on or before the later of final assumption (except for the John Street Corridor) of any of the Parks by the City or the expiry of the Warranty Period referred to in Section 7.10 hereof and delivery of the Final Acceptance Certificate in respect of each of the Parks or the John Street Corridor to deliver to CN and to the Consulting Landscape Architects retained in respect of such of the Parks or the John Street Corridor a notice in writing (hereafter referred to as a "Notice to Correct Work") stipulating any deficiency or default in the construction of each of the Parks or the John Street Corridor (as the case may be) and stipulating the manner in which the deficiency or default may be remedied and the Consulting Landscape Architect shall then certify to the City the precise manner in which the default is to be remedied. Upon receipt of the Notice to Correct Work from the City, CN shall promptly remedy or cause to be remedied the deficiency or default in the manner stipulated in the Notice to Correct Work and as certified by the Consulting Landscape Architect. If the deficiency or default arises from a failure to follow the Approved Park Construction Drawings or from unsound construction practices or from the negligent (whether by act or omission) execution and supervision of the construction contract or from failure to carry out the Work in accordance with this Agreement or from any default of CN (hereinafter also referred to as a "CN Designated Failure"), CN shall be solely responsible for the cost of remedying such deficiency or default and in all other circumstances, such costs shall be shared as otherwise provided herein. CN acknowledges that its responsibility for the construction of the Parks and John Street Corridor pursuant to Section 7.03 shall not be diminished in any way as a result of any Notice to Correct Work.

Section 7.09 - Enforcement of Construction Covenants by the City

(1) If, at any time before any of the Parks are conveyed to the City (and without limiting any rights of the City pursuant to any Warranty Period or at any time before the final Completion of the John Street Corridor), CN is in breach of this Agreement because it:

   (i) has carried out or is carrying out Park Work which is faulty, careless or otherwise not in accordance with this Agreement or the Approved Park Construction Drawings;

(ii) has failed or is failing to repair or do again such Park Work so that it conforms with this Agreement and the Approved Park Construction Drawings;

(iii) has failed in or abandoned the carrying out and completion of the Park Work;

(iv) has carried out or is carrying out the Park Work or John Street Corridor work in such a manner that:

(A) it will not complete on or before the Stadium Opening Date the Park Work and John Street Corridor work required to be completed by the Stadium Opening Date pursuant to Section 5.01(2) hereof; or

(B) it will not complete on or before the occupancy of any building on any Development Site the portion of the Park Work or John Street Corridor work required in the opinion of the Commissioner of Parks and Recreation to service such Development Site;

When determining whether the Work referred to in this Section 7.09(1)(iv) will be completed within such time limits, due regard shall be given to the times shown on the Infrastructure Phasing Schedule "N" together with any other relevant factors; or

(v) is otherwise in default under Articles VI or VII of this Agreement,

the Commissioner of Parks and Recreation may, at his option, deliver to CN written notice setting forth the particulars of such breach and requiring CN to remedy such breach within the reasonable time specified therein.

(2) CN shall forthwith upon receipt of such notice, carry out all steps required and shall remedy the said breach within the reasonable time specified therein.

(3) In the event CN fails to comply promptly with a Notice to Correct Work delivered to it by the City pursuant to Section 7.08 and which CN is obligated to correct or in the event CN fails to comply promptly with any notice delivered to it by the City pursuant to Section 7.09 and which CN is obligated to correct, the City may, in addition to and without prejudice to any other rights which it may have pursuant to this Agreement or otherwise at law, on written notice to CN, enter into and upon the said Parks lands or John Street Corridor and supply such materials, engage such consultants, contractors and workmen, and perform such work, repair and replace any work and take any steps, as are required, in the sole opinion and discretion of the Commissioner of Parks and Recreation, to carry out and complete the Park Work to the extent determined by the Commissioner of Parks and Recreation. To the extent that the City completes or remedies all or any portion of the Park Work, the Park Work shall be completed or remedied in accordance with the Approved Park Construction Drawings. In the event that there are no Approved Park Construction Drawings for the Park Infrastructure to which the Notice to Correct Work relates, the City shall, if it elects to proceed under this section, prepare all necessary construction drawings having regard for the factors set out in Article VI.

(4) The City shall have the right to recover from CN in respect of such work performed and any steps carried out pursuant to

Section 7.09(3) the total cost to the City, as calculated reasonably by the Commissioner of Parks and Recreation, of the work so performed and the steps so carried out. All such cost shall be shared in accordance with the provisions hereof except to the extent the cost of the Park Work is increased as a result of a CN Designated Failure.

CN agrees to pay to the City the said sums forthwith upon receiving written notice itemizing the said total cost to the City as determined in accordance with this Section 7.09(4). CN shall pay interest on any amounts owing to the City hereunder from the date of any payment by the City with interest to be calculated at the Prime Rate. The City may, in addition to exercising any other remedies it may have (including without limitation exercising its right to the Security as provided pursuant to Section 7.12 herein), apply to any amounts owing by CN pursuant to this Section 7.09 any amounts owing by the City to CN pursuant to any other provision under this Agreement.

(5) If the City enters in and upon CN's lands pursuant to Sections 7.06, 7.08 or 7.09 herein, it shall be deemed to do so solely as the agent of CN and without incurring any liability whatsoever, and such entry shall not be deemed, for any purpose, to constitute acceptance or assumption of the Park Work or any portion thereof.

(6) In the event that the City enters upon the lands and remedies or completes any Park Work pursuant to subsection (3) above and the amount of the Security then held by the City is not sufficient, in the opinion of the Commissioner of Parks and Recreation to reimburse the City for all amounts owing to the City pursuant to this Agreement, then the City may, in addition to exercising any other remedies it may have,

collect CN's share of the total cost of the Park Work performed by the City (as calculated pursuant to Section 7.9(4) herein) pursuant to subsection (1) together with interest at the Prime Rate as taxes with respect to such Parks, with all such amounts to be payable as directed by City Council pursuant to section 325 of the Municipal Act.

Section 7.10 - Construction Warranty

(1) Upon the completion of each of the Parks and the NLP Retaining Wall to the satisfaction of the Consulting Landscape Architects retained in respect to such portion of the Parks Infrastructure, such Consulting Landscape Architects shall prepare a Completion Certificate (the "Completion Certificate") in respect of that portion of the Parks Infrastructure for which such Consulting Landscape Architects were retained and shall forward such Completion Certificate to CN and the City. The Completion Certificate shall include the following:

(a) the description of the Park Work in respect of which such Completion Certificate is given;

(b) a certificate stating that all of the Park Work has been completed in accordance with the Approved Park Construction Drawings and the provisions of this Agreement;

(c) confirmation that the final payment certificate has been issued with respect to such Park Infrastructure;

(d) a statement as to the date of completion of such portion of the Park Work;

(e) a complete set of drawings for each of the Parks as built together with a complete consolidated set of drawings, where requested;

(f) the certified grading plans contemplated by Section 3.02(1)(j) and (k) with respect to the Park Work;

(g) a statement as to the total cost of the Park Work; and

(h) the Consulting Landscape Architects' assessment of the allocation of the total cost as between CN and the City.

Within thirty (30) days of receipt of the Completion Certificate, the Commissioner of Parks and Recreation shall forward to the Consulting Landscape Architects either: (i) a notice of acceptance (the "Notice of Acceptance") to the Completion Certificate accepting the Completion Certificate, in which case the Completion Certificate shall be deemed to be and is hereafter referred to as the "Approved Completion Certificate"; or (ii) a final list of deficiencies (the "Final List of Deficiencies") respecting the Park work referred to in the Completion Certificate. Upon receipt of the Final List of Deficiencies, CN shall promptly remedy any defects or deficiencies contained therein and upon completion, the Consulting Landscape Architects shall issue a new Completion Certificate. CN shall be solely responsible for the cost of remedying any defect or deficiency arising from a CN Designated Failure and in all other circumstances, the cost shall be shared as otherwise provided herein. Upon completion of the Final List of Deficiencies to the satisfaction of the Commissioner of Parks and Recreation, the Commissioner of Parks and Recreation shall issue a Notice of Acceptance and the new Completion Certificate shall be deemed to be the Approved Completion Certificate in respect of the Park Work referred to therein.

(2) CN shall correct or cause to be corrected at its own expense and to the satisfaction of the Commissioner of Parks and Recreation any defects or deficiencies in any Park Work appearing within a period (the "Warranty Period") of two (2) years after the Notice of Acceptance for an Approved Completion Certificate has been given in respect of such Park Work, together with any damage to any other Park Infrastructure resulting from any such corrections. Notwithstanding the fact that the Warranty Period may have expired for any Park Infrastructure, the City shall not be required to assume such Park Infrastructure if it is not in good (but used) condition at the date of assumption. Neither the delivery of the Approved Completion Certificate nor payment thereunder nor conveyance to the City of a Park Lease therefor shall relieve CN from this responsibility. Without in any manner reducing CN's obligations hereunder, the City shall give to CN prompt written notice of any observed defects. Without in any manner reducing CN's obligations hereunder, the City shall have the option, on request of CN, to be exercised in the sole opinion and discretion of the Commissioner of Parks and Recreation, of accepting any warranty (and the Security relating thereto) for any Park Infrastructure from the contractor of such Park Infrastructure, provided that such acceptance shall not be deemed to release CN of its warranty obligations herein.

(3) Upon expiry of the Warranty Period for each of the Parks or the John Street Corridor, CN shall arrange with the Commissioner of Parks and Recreation for a final inspection of each of the Parks and John Street Corridor as may be appropriate in the circumstances and shall deliver a final

acceptance certificate (the "Final Acceptance Certificate") from the Consulting Landscape Architects retained in respect of such portion of the Park Infrastructure in a form satisfactory to the Commissioner of Parks and Recreation confirming in the opinion of such Consulting Landscape Architects that there are no defects or deficiencies in the Park Infrastructure referred to therein and upon receipt of such a certificate and provided that the Commissioner of Parks and Recreation is satisfied that there are no outstanding defects or deficiencies, the Commissioner of Parks and Recreation shall so advise CN in writing and the warranty shall expire for such Park Infrastructure. Upon such expiry, the balance of the Security then held by the City and relating to such portion of the Park Infrastructure shall be returned to CN or to the contractor, if applicable, within thirty (30) days of the expiry of the Warranty Period for such Park Infrastructure, provided that there are no outstanding claims against the Security, no liens have been registered against such Park Infrastructure and all lien periods have expired under the Construction Lien Act.

(4) In the event that the City assumes any of the Parks prior to the expiry of the Warranty Period, the warranty shall continue to apply for the balance of the Warranty Period.

(5) Upon an Approved Completion Certificate being obtained for any of the Parks, the Commissioner of Parks and Recreation shall report to the City Neighbourhoods Committee with a recommendation that such Parks be assumed by the City as soon as possible. CN and the City acknowledge their respective intentions that each of the Parks be assumed as soon as possible following its completion. CN shall not be obliged to allow any of the Parks to be used by the public until assumption of such Parks by the City, but if the matters required pursuant to Section 5.01(2) are not available to the public by the Stadium Opening Date, the City shall be entitled to exercise its rights pursuant to Section

5.01(3). CN shall convey any of the Parks prior to the assumption by the City.

Section 7.11 - Insurance

(1) CN shall be required to take out and keep in force or cause to be taken out and kept in force in respect of the Park Infrastructure, only until each of the Parks and the NLP Retaining Wall has been conveyed to the City, comprehensive general liability insurance, in a policy having a form and with limits reasonably satisfactory to the City Treasurer, against claims for personal injury, death or property damage resulting from any accident or occurrence arising from the carrying out of the obligations of CN hereunder. Such insurance shall be in an amount not less than $5,000,000.00 per occurrence and for the first five years after the Commencement Date not more than $10,000,000.00 per occurrence and thereafter no more than such reasonable amount as may be applicable for park construction contracts for work of a similar nature in the City of Toronto.

(2) The said general liability insurance policy shall name the City as an insured party and shall contain a cross-liability clause protecting the City against claims by CN as if the City were separately insured and protecting CN against claims by the City as if CN were separately insured, a waiver by the insurer of its rights of subrogation against the insured parties and a clause providing that the insurer will not cancel nor refuse to renew the said insurance without first giving the City thirty (30) days' prior written notice thereof.

(3) CN shall, before commencing any Park Work pursuant to this Agreement, deliver to the City a certificate from the insurer

verifying that CN has obtained the said insurance policy and unless such coverage is included in the CN blanket insurance policy covering the matters referred to in this Section 7.11 and other properties of CN, CN shall deliver a copy of the said policy to the City.

(4) If at any time the City receives notice from the insurer that it has cancelled or refused to renew the said insurance, or that it intends to do so, or if the City otherwise determines to its sole satisfaction that the said insurance has lapsed, been cancelled or is about to lapse or be cancelled without renewal or replacement, the City may, on written notice to CN and notwithstanding Section 11.01, as agent for and to the extent such insurance cost exceeds what would have otherwise been payable as a shared cost, at the sole cost and expense of CN, obtain insurance in accordance with this section. In such circumstances, the City shall be entitled either to obtain new insurance or add the necessary insurance coverage to the City's blanket insurance. CN shall forthwith upon receipt of written notice thereof from the City reimburse the City for the cost of the said insurance. Such insurance shall be cancelled by the City upon receipt of both a certificate of insurance by CN as hereinabove required together with payment of any cost incurred by the City.

(5) CN agrees to maintain or cause to be maintained from time to time prior to the delivery by the Consulting Landscape Architects of the Approved Completion Certificate in respect of any of the Park Infrastructure, insurance in respect of each of such Park Infrastructure constructed or installed by or on behalf of CN pursuant to this Agreement which is normally insured by prudent owners from time to time to 100% of their Replacement Value against loss or damage by perils of "all risks" (being the perils from time to time included

in the standard form of "all risks" policy issued by insurers from time to time) to the extent available and generally obtained from time to time by owners of park development properties in the City. Such policies shall in addition insure both the City and CN during phases of demolition and construction as their interest may appear.

(6) Any insurance policy required under this section may be carried under blanket policies provided, however, that such policies and the amount thereof allocable to this project shall comply with all other requirements of this section.

(7) CN shall duly and punctually pay or cause to be paid all premiums and other sums of money payable for maintaining any such insurance required to be obtained by or pursuant to this section. CN will produce to the City evidence of payment of premiums and other sums of money payable for maintaining such insurance not later than the due date thereof. All such premiums and other sums of money shall be included as costs of the Parks to be allocated between CN and the City in proportion to their respective shares of the cost of the Park Infrastructure to which such insurance relates, or if such proportion cannot be calculated in the proportion of 75% to CN and 25% to the City, provided that such costs have been allocated in the policy specifically to the Park Work.

Section 7.12 - Performance Bond

(1) In order to satisfy the City that sufficient funds are at all times available to pay CN's portion of the cost of the Park Infrastructure, CN shall, after the Commencement Date and prior to commencement of the excavation and construction of the Park Infrastructure, deliver to the City a performance

bond or performance bonds (hereinafter referred to as the "Park Security") issued by a recognized bonding company actively carrying on business in Ontario and approved by the City Treasurer and in a form satisfactory to the City Solicitor and ensuring full performance of the obligations of CN in respect of the Park Infrastructure except for the cost of the Southern Linear Park. The Park Security relating to the Southern Linear Park shall be delivered to the City at the time the Development Review Process for the proposed development of adjacent Development Sites is completed with an executed agreement. The form of the bond shall reflect the timing requirements of completing the respective Parks as referred to in Section 5.01(2) hereof and the City's right to perform emergency work as referred to in this Article VII. The bond shall require the bonding company to reply to any notice or request from the City within five (5) days of receipt confirming whether or not the bonding company will be completing the Park Infrastructure on a timely basis as required herein. If the bonding company either fails to respond within the time limit or fails to commence and complete the Park Work within the time set forth in Section 5.01(2) hereof, the City shall be entitled to draw upon the bond to the extent necessary to complete the Park Work. The amount of the Park Security shall be equal to 100% of CN's share of the cost of the Park Work (subject to the maximum upset amounts contained in Section 7.02(3)), provided that the amount of the Park Security shall be amended from time to time as approved by the Commissioner of Parks and Recreation to reflect any approved updated estimates or actual contract prices. The City agrees that separate bonds may be provided in respect of one or more of the Park Infrastructure so long as the aggregate amount of the Security is not less than CN's share of the cost of the Park Infrastructure. The City shall have the option, on CN's request, to be exercised in the sole opinion and discretion of the Commissioner of Parks and Recreation, of accepting any performance bond (in the form required herein) for any Park Infrastructure from the contractor of such Park Infrastructure in substitution for the bond from CN, provided that such acceptance shall not be deemed to release CN of its obligations in this Agreement.

(2) The Park Security shall remain in effect for the full duration of this Agreement, subject to the provisions of this Section 7.12. If CN's share of the estimated cost of the Park Work or any part thereof, exceeds the amount of the Park Security held by the City, CN, within thirty (30) days of receipt of written notice from the City, shall increase the Park Security held by the City to cover the deficiency. In the event that this additional Park Security is not provided within thirty (30) days, it shall be considered a default by CN and the City may, in addition to exercising any other remedies it may have, refuse during the period of such default to process any other building permits within the Stadium Precinct other than for the Stadium, provided nothing in this Section 7.12(2) shall allow the City to revoke any previously issued building permits.

(3) CN shall have the right from time to time (but on no more than a quarterly basis for each of the Park Infrastructure) and on prior written notice to the Commissioner of Parks and Recreation to reduce or replace the Security relating to any Park Infrastructure with such reduction or replacement security to be based on the Progress Certificates relating to such Park Infrastructure to the date of such application so long as the Security covers at all times the cost to complete the Park Infrastructure.

(4) The Park Security shall also incorporate in it the maintenance and the construction warranty referred to in Section 7.12 herein in an amount equal to fifteen per cent (15%) of the actual costs of the Park Infrastructure covered by such security until the later of the receipt of the Final Acceptance Certificate, assumption of the Park Infrastructure by City Council and expiry of the Warranty Period.

Section 7.13 - City Infrastructure Cost

CN and the City shall share the cost of Park Infrastructure in accordance with the provisions hereof. The costs of the Park Infrastructure shall, subject to the provisions hereof and the maximum upset amounts contained in Section 7.02(3), be computed by multiplying the actual cost of the Park Infrastructure by the appropriate party's contribution factor set out opposite each such Park Infrastructure on Schedule "T" hereto.

Section 7.14 - Inspection of Records

CN shall direct each of the Consulting Landscape Architects to allow any duly authorized representative of the City to inspect the books and records upon which he has relied in the preparation of any Progress Certificate or Completion Certificate forthwith upon receipt of a written request from the City representative to the Consulting Landscape Architects and CN shall make its books and records available to the extent necessary to verify the matters set forth in any Progress Certificate Completion Certificate or Final Completion Certificate.

Section 7.15 - Adjustments

Following receipt of the Final Completion Certificate, CN or the City, as the case may be, shall, from time to time within thirty (30) days after written demand, pay to the other any adjustments which are necessary to ensure that the total portion of the payments made by the City and CN are in accordance with Schedule "T" hereto and the provisions of this Agreement.

Section 7.16 - Maintenance

CN shall at its expense maintain and repair the John Street Corridor and Tower Park West and the interim hard surface in Tower Park East except for landscaped or horticultural areas in Tower Park West and Tower Park East which shall be maintained by the City. The City shall at all times after assumption maintain the remaining portions of Tower Park West and Tower Park East to the usual City standards as they may vary from time to time for equivalent City parks, with such obligation to be included in the Park Lease for such Parks.

ARTICLE VIII

CITY HOUSING LANDS

Section 8.01 - Conveyance of Housing Lands

(1) Subject to the provisions hereof, CN agrees to convey to the City the City Housing Lands comprising eleven (11) acres of land to be used for housing primarily for low to moderate income households together with permitted ancillary non-residential development. The calculation of the area of lands to be conveyed shall include the area of Local Streets, but shall not include any portion of Esplanade, Portland

Street or Primary Streets. The development rights attributable to Local Streets shall be available to the owners of abutting lands, shall be reserved in favour of such adjoining owners in a manner acceptable to both parties, and shall be divided equally where lands abut a street on both sides. All conveyances of the City Housing Lands shall expressly restrict the use of such land for housing plus ancillary non-residential development to a maximum gross floor area of 200,000 square feet in aggregate for all of the City Housing Lands, all as permitted by by-law for a period of fifty (50) years from the Commencement Date and shall contain no other restrictions whatsoever. The residual amount of non-residential development attributable to the City Housing Lands shall be reserved in favour of CN in a manner acceptable to both parties, but with the transferability of such reserved density to be subject to any necessary Official Plan and rezoning amendments, which amendments will be considered on their merits at the time of an application by CN. The City confirms its intention to amend Appendix D to By-law 612-85 and Map B to By-law 610-85 and all other appendices and maps to the said by-laws to delete as one of the Primary Streets that portion of the unnamed north-south street between Portland Street and Bathurst Street north of Esplanade and south of the Rail Corridor. In the event that the City fails to pass such amending by-law or in the event such amending by-law is not finally approved by the OMB, the City agrees that it shall include the area of such portion of the unnamed street referred to herein which is adjacent to the City Housing Lands in the calculation of the area of the City Housing Lands. The City also confirms its intention to amend Map B to By-law 610-85 and all other maps to the said by-law to show as one of the Primary Streets all of the Housey Street extension to Esplanade. CN agrees to support all such by-law amendments referred to in this Section 8.01(1). All conveyances of Local Streets shall expressly provide in a manner acceptable to both parties the intention of the parties hereby expressed that all development rights accruing to the Local Street shall be for the benefit of the owners of the abutting lands.

(2) Save for the Phase I Housing Lands, the location of the boundaries and the exact area of the City Housing Lands, which are to reflect the checkerboard development as proposed by the Commissioner of Housing, shall be subject to adjustment by mutual agreement between CN and the Commissioner of Housing as part of the planning of the Precincts containing the City Housing Lands, provided that CN and the City shall each be satisfied that it has developable parcels remaining and provided that in no case shall the area of the City Housing Lands exceed 11 acres or be less than 10.5 acres. In the event the boundaries cannot be agreed, the determination of such boundaries may be submitted by the City or CN to arbitration in accordance with Article IX hereof.

(3) CN shall execute and place in escrow registrable conveyances of the Phase I Housing Lands with the City Solicitor fourteen (14) days prior to the Order Date, such conveyances to be released and delivered once the conveyances are required to be completed in accordance with the provisions hereof.

(4) In order to protect the City's interest in the City Housing Lands, the City shall be entitled to register a notice of its interest in the Phase I Housing Lands and in a 6.02-acre parcel east of Portland Street and south of Esplanade shown designated as Part 28 on Schedule "S-2" hereto against title to such lands, and CN will for such purpose execute and

deliver prior to the Order Date a covenant in favour of the City to convey the lands once the conditions precedent to such conveyances set forth in Sections 8.02 and 8.03 have been satisfied. As soon as the boundaries of the City Housing Lands east of Portland Street have been determined and reference plans recorded describing such boundaries, the City shall be entitled to register a notice of its interest in such lands against title to such lands and the City shall upon such registration deliver to CN a release of the City's interest in the said 6.02-acre parcel.

Section 8.02 - Initial Conveyance

Immediately upon the Hi-Line Railway being removed permanently from the City Housing Lands and all grading being completed by CN in respect of the City Housing Lands as herein required, CN shall convey to the City subject to the Permitted Encumbrances the fee simple interest in the Phase I Housing Lands. In the event that the Hi-Line Railway is not removed within five (5) years from the Commencement Date, the City may at any time thereafter and at its option upon sixty (60) days' prior written notice to CN require that the City Housing Lands be conveyed to the City in fee simple. If the Hi-Line Railway is still required by CN to be available for use by CN, the City shall grant to CN a lease of that portion of the City Housing Lands occupied by the Hi-Line Railway on a fully "net to landlord" basis and without payment of any rent or other fees or amounts other than expenses attributable to the use and existence of the Hi-Line Railway for a term of ten (10) years with perpetual renewals, but ending on the happening of the first to occur of the two events recited in sub-paragraphs (i) and (ii) of Section 6.03(3). At the request of CN, City will agree to a reservation of a right on the same terms, instead of the said leaseback. Such leaseback or reservation, as the case may be, shall permit the exclusive use, operation and maintenance of the Hi-Line Railway by CN and shall be without prejudice to CN's continuing obligations to remove the Hi-Line Railway as herein provided.

Section 8.03 - Subsequent Housing Conveyances

(1) Following conveyance of the Phase 1 Housing Lands, the City shall be entitled to receive from CN a conveyance in fee simple subject to the Permitted Encumbrances of the balance of the City Housing Lands upon the City commencing actual construction of the housing projects proposed for the portion of the City Housing Lands which have at that time been conveyed to the City.

(2) Subject to earlier conveyance pursuant to this Section and without there being any obligation on the City to have commenced construction on the Phase I Housing Lands, CN shall convey the balance of the City Housing Lands to the City subject to any reservation for the Hi-Line Railway as described in Section 8.02 if the Hi-Line Railway has not then been removed according to the following schedule:

Upon the Coming into force of the By-law to remove the "H" Zoning Designation for	Portion of City Housing Lands (other than Phase I Housing Lands) to be conveyed
All CN Precincts East of Spadina Avenue	50%
First CN Precinct West of Spadina Avenue	50%

(3) CN covenants and represents to the City that at the time of delivery of each of the conveyances given pursuant to this Article VIII, it will have good title to the City Housing Lands free and clear of encumbrance, subject only to the Permitted Encumbrances. In the event that the Commissioner of Public Works requires any existing services to be disconnected or relocated in order to enable the development of the City Housing Lands, CN shall, at its expense and forthwith upon request, either disconnect such services in a

manner satisfactory to the Commissioner of Public Works or relocate such services.

(4) CN shall obtain at its expense and deliver as soon as possible a preliminary title opinion from its solicitors, Messrs. Blake, Cassels & Graydon, addressed to the City in the usual form wherein such solicitors opine to the City as of the date of such opinion (having searched appropriate public registers and publicly available information and such other searches as would a purchaser's solicitor in respect of similar lands purchased from CN) that upon registration of the freehold conveyances provided for in this Agreement, City will in each case acquire fee title to the lands being conveyed good and free from encumbrances, save for the Permitted Encumbrances and such other matters which are outstanding together with a CN covenant to remove such matters by the time of conveyance. CN shall obtain at its expense and deliver at the time of conveyance to the City a final title opinion from its solicitors, Messrs. Blake, Cassels & Graydon, addressed to the City in the usual form wherein such solicitors opine to the City that as of the date of such opinion (having searched appropriate public registers and publicly available information and such other searches as would a purchaser's solicitor in respect of similar lands purchased from CN) that upon registration of the freehold conveyances provided for in this Agreement, City will in each case acquire fee title to the lands being conveyed good and free from encumbrances, save for the Permitted Encumbrances.

Section 8.04 - Conveyance to Other Agencies

All references in this Article to the transfer of land to the City for housing purposes shall be deemed to include and permit the City to direct that title may go to another housing agency or authority designated by the City to receive those lands in lieu of the City (the "City Housing Authority") with such conveyance to be subject to the provisions hereof.

Section 8.05 - Housing Precinct Plans

(1) CN and the City in its capacity as developer of the City Housing Lands (or at the option of the City, the City Housing Authority) shall cooperate with each other and in good faith to prepare jointly a Precinct Plan and a Precinct Agreement for the Precincts in which the City Housing Lands are located with such Precinct Plans to be submitted to the City Council within twelve (12) months after the Commencement Date. Nothing herein shall be deemed to be a derogation of the City's legislative authority, which the parties acknowledge the City shall be entitled to exercise in the normal manner. CN and the City shall jointly agree to retain any consultants that are required for the preparation of each Precinct Plan and failing such agreement, either party may refer the selection of the consultant to arbitration pursuant to Article IX hereof. Any such consultant shall be retained jointly by both CN and the City and shall report jointly to CN and the City. The cost of preparation of each Precinct Plan shall be equally shared between CN and the City. If a Precinct Plan is not agreed within the aforesaid twelve (12) month period for the purpose of submitting such Precinct Plan

to City Council, either party on written notice to the other party may proceed to apply for a Precinct Plan on its own, without limiting the rights of the other party to make submissions in the course of such proceedings. CN agrees that no further Precincts shall be submitted by CN for processing by the City until each Precinct Plan for the Precincts in which the City Housing Lands are located have been submitted by either CN or the City for processing by the City. Upon approval of any such Precinct Plan, CN shall enter into a precinct agreement with the City incorporating the provisions of the Precinct Plan, the Memorandum of Conditions and such other matters as may be necessary to reflect the intent thereof, including without limitation the cost-sharing principles set forth in Schedule "T".

(2) CN agrees to give all necessary consents as owner of the City Housing Lands to permit the City to plan for development on the City Housing Lands prior to the date scheduled hereunder for the conveyance of such lands to the City, without limiting the rights of CN as owner of adjacent lands to make submissions in respect of such proposed development.

Section 8.06 - Costs of Infrastructure

(1) The developer of each block of land within the City Housing Lands (whether it be the City or a City Housing Authority) will be responsible for (i) the portion of the cost (designated as the "CN Contribution" on Schedule "T" hereto) of construction of Local Streets designated as Item No. 10 on Schedule "T" hereto (and the services and utilities contained therein) to the extent such streets abut the City Housing Lands, it being understood that only fifty per cent (50%) of such portion of the cost shall be payable when such streets abut the City Housing Lands and the lands of CN or

another developer and (ii) fifty per cent (50%) of CN's share of that portion of Portland Street that abuts the City Housing Lands (excluding the cost of the Portland Street Bridge).

(2) If either CN or the City wishes to develop within any Precinct in which a portion of the City Housing Lands is located, in advance of the other party, either as a major site exception as permitted by Section 11.17 of the Part II Plan or as part of an approved Precinct Plan, such developing party may do so at its own expense, provided that the cost of the streets, services and other Infrastructure to which the other party is required to contribute in accordance with the provisions hereof shall be reimbursed by such other party (with interest at the Prime Rate from the date upon which the developing party was required to pay such cost until the date of reimbursement) in full at the time such other party first obtains a building permit to commence construction within such Precinct. Notwithstanding the foregoing, CN agrees that it shall place the necessary fill on the streets within the housing precincts within ten (10) months after the City has given notice to CN that the City intends to proceed with development pursuant to the provisions of this Section 8.06(2). CN acknowledges that if the City is proceeding to develop a portion of the City Housing Lands in advance of CN, CN shall give to the City such conveyances, consents or other approvals as may be reasonably required by the City to make the streets, services and other Infrastructure available for such development and open to the public.

(3) For greater certainty, and without limiting the generality of anything herein contained, CN and the City agree that CN shall raise the streets required to service the Precincts in which the City Housing Lands are located by the placement of

engineered fill that is compacted, graded and otherwise suitable for the final roadbed to the satisfaction of the Commissioner of Public Works. The City acknowledges that CN shall have access over the City Housing Lands for the purpose of placing such fill and the City shall grant to CN temporary rights of encroachment onto the City Housing Lands for sloped embankments to secure such fill as may be required to secure the stability of the fill until the City develops the City Housing Lands, subject to the approval of the Commissioner of Public Works to such embankment.

ARTICLE IX

ARBITRATION

Section 9.01 - Reference to Arbitration

(1) Either party may submit to arbitration any matter which is expressly permitted hereunder to be submitted to arbitration, all in accordance with the following provisions of this Article. If otherwise required by law, the arbitration shall be carried out pursuant to the Municipal Arbitrations Act, R.S.O. 1980, c.304.

(2) Any such matter shall be submitted to arbitration by written notice to the other party setting forth particulars of the matter to be so submitted and the name and address of an arbitrator to be appointed by the party making such submission.

(3) Upon the giving of such notice, the City and CN shall use their best efforts to agree upon a single arbitrator qualified to determine the matter submitted to arbitration. If the parties cannot agree upon such single arbitrator

within ten (10) Business Days after receipt by the other party of the notice submitting the matter to arbitration, the other party hereto shall within ten (10) Business Days thereafter appoint a second arbitrator, and failing such appointment within such time the matter shall be arbitrated by the first arbitrator so appointed in accordance with Section 9.01(2).

(4) None of the provisions of the schedule referred to in Section 5 of the Arbitrations Act shall apply or be deemed to be implied in any submission to arbitration pursuant to this Agreement.

Section 9.02 - Arbitration Procedure

(1) The following provisions shall apply to any arbitration pursuant to this Article:

(a) if two arbitrators are appointed as aforesaid, the two arbitrators shall appoint a third arbitrator within seven (7) Business Days after the appointment of the second arbitrator, if any, and such third arbitrator shall be a member of the arbitration panel for all purposes hereof;

(b) if the two arbitrators refuse or are unable to reach agreement on an acceptable third arbitrator, either arbitrator or either party hereto may apply to a judge of the Supreme Court of Ontario for selection of the third arbitrator who shall be independent of both parties hereto and qualified to determine the matter submitted to arbitration;

(c) if an arbitrator refuses to act, or is incapable of acting, or dies, or withdraws his services, the party or parties or the arbitrators by whom he was appointed may appoint an arbitrator, as the case may be, in his stead, and this power may be exercised from time to time as vacancies occur;

(d) the arbitrators shall make their award in writing within ten (10) Business Days after entering on the reference, or after having been called to act by notice in writing from any party to the submission, or on or before any later date to which the arbitrators, by any writing signed by them, may enlarge the time required by them for making the award, provided that the arbitrators shall not extend the time for making their award by more than twenty (20) Business Days after the expiry of the initial ten (10) day period referred to in this clause (d);

(e) If the arbitrators:

  (i) have allowed the initial period of ten (10) Business Days to expire without making an award or without extending the time pursuant to clause (d) above, or;

  (ii) if the arbitrators, having extended the time for making their award pursuant to clause (d) above, have failed to deliver their award within the time limited by their extension; or

  (iii) if the arbitrators have purported to extend the time for making their award beyond the times limited by clause (d), then they shall be deemed to have failed to agree and either party hereto shall be entitled by written notice to the other party and to the arbitrators to terminate the reference and resubmit the matter to arbitration in accordance with the provisions of this Article or submit the matter to a court of competent jurisdiction.

(2) The parties to the reference and all parties claiming through them respectively shall, subject to any legal objection, submit to be examined by the arbitrators, on oath in relation to the matters in dispute, and shall, subject as aforesaid, produce before the arbitrators all books, deeds, papers, accounts, writings, documents and things within their possession or power respectively that may be required or called for, and do all things during the proceedings on the reference that the arbitrators require (provided that nothing herein shall be deemed to fetter the discretion of City Council), subject only to documents to which a privilege arising between a solicitor and his client attaches. The parties to the reference and all parties claiming through them respectively shall submit to examination for discovery, produce all relevant documents prior to the hearing of the reference and shall produce all relevant documents at the hearing and submit to be examined at the hearing, subject to the law respecting privilege.

(3) Any witnesses on the reference shall be examined on oath.

(4) The award is to be made by the arbitrators or by a majority of them and is final and binding on all the parties and the persons claiming under them respectively.

(5) The costs of the reference are in the discretion of the arbitrators, who may direct to and by whom and in what manner

those costs or any part thereof shall be paid and any costs so directed to be paid shall not be subject to recovery or partial recovery by either party from the other pursuant to any provision of this Agreement.

ARTICLE X

HERITAGE AND PUBLIC ART

Section 10.01 - Heritage

(1) CN acknowledges the following policies of the City and agrees to cooperate with the City to follow them in the Stadium Precinct in the manner set forth in Section 10.01(1)(d) and in accordance with the following provisions of this Section:

(a) The policy of the City to incorporate aspects of the history of the Railway Lands into the Parks and open spaces of the lands by restoring and integrating where feasible significant railway heritage features including the CP Roundhouse, with rail access through Tower Park East to the main line tracks, the adjacent coal/sander loader, and water tower, the John Street signal tower and Cabin D.

(b) The City's recognition of the historical significance of the John Street Pumping Station, which, including the structure and machinery, will be fully recorded by written commentary, photographs and plans and drawings prior to its closure.

(c) The policy of the City that archaeological resources within the Railway Lands shall be investigated, documented, if feasible, and conserved in accordance with the archaeological strategy document (the "Archaeological Strategy Document") attached hereto as Schedule "W" and CN agrees to comply with the provisions of the Archaeological Strategy Document with respect to the Stadium Precinct in the manner set forth in Section 10.01(1)(d) below and without further obligation in the Stadium Precinct.

(d) CN confirms that, with respect to the Stadium Precinct, it has agreed to perform the following:

1. Documentation

(i) To the extent determined by the Toronto Historical Board, CN shall document, at its cost, by photographic means interior and exterior views of all buildings and structures within the Stadium Precinct which must be demolished. The City shall not require any duplication of photo documentation made available to the City by third parties. Two copies of the photo documentation shall be prepared and kept available for the City to review as the work proceeds.

Upon completion of all demolition and as soon as is reasonably possible, but prior to the Stadium Opening Date, CN shall turn over to the City two complete copies of the photo documentation complete with a full set of negatives suitable for photographic reproductions.

(ii) CN shall advise the City of the name of the photographer who shall have sufficient experience to perform the tasks given to him herein and who is charged with the responsibility for keeping the photographic record. CN shall direct such photographer to cooperate fully and reasonably with the City and the Toronto Historical Board to ensure that all items of City and Toronto Historical Board interest are reasonably recorded.

(iii) CN shall also permit each of the City, Metro or the Province or other agency as authorized by the City in writing to enter on to the site, forthwith upon notice to CN or the Consulting Engineer to photograph and record facilities of archaeological interest. CN shall cooperate fully in providing said access.

(iv) If during any excavation, the contractor or the Consulting Engineer discovers anything that appears to be of archaeological interest or significance, CN shall immediately notify the City and the Toronto Historical Board who shall have 24 hours following notification to examine at their risk such archaeological items in the location in which such items were discovered. Upon expiry of the said 24 hours, CN shall comply with the provisions of subsections 3(iii) hereof.

2. Artifacts

CN shall carefully salvage and turn over to the City at no cost to the City all items on the list of artifacts described in Appendix hereto. CN shall assist the City in securing rights to store at no cost to the City the items referred to in Schedule "W" in the C.P. Roundhouse or such other location as determined by the City and CN shall deliver the artifacts to such location at no cost to the City.

3. Archaeology

(i) CN shall contribute $25,000 to the City upon the Commencement Date to permit the City or its designated agent to conduct archaeological investigations within the Stadium Precinct. It is understood by the parties that the City is to apply for funding to supplement the $25,000 contribution being made by CN and that the City shall not require the said contribution from CN until they have secured or formally allocatd an additional $75,000 of funding for the express purpose of sponsoring the archaeological investigation of the Stadium Precinct. In the event the City cannot raise $75,000, CN shall contribute a lesser amount, equal to 25% of the total raised or allocated by the City.

(ii) The City shall in pursuing its archaeological objectives not obstruct or cause delay to the construction of any building including the Stadium or any Infrastructure Element within the Stadium Precinct. CN shall permit the City or its agents to pursue reasonably their archaeological objectives and to facilitate to the best of CN's ability the pursuit of same.

(iii) CN shall set aside an area for the archaeologists in the employ of the Toronto Historical Board to sift through excavated materials from the areas of particular archaeological interest.

(2) The City acknowledges that pursuit of the above heritage provisions shall not unduly restrict the execution of the CN development rights provided for under the Stadium Precinct By-law or unduly impede ongoing construction projects. At least three months prior to commencing development of the Stadium Precinct except for the Stadium Development Site, CN shall notify the City of its intention to commence Work within the Stadium Precinct. The City shall have a three month period from this date in which to accomplish its requirements under Subsection 10.01(1) hereof unless CN's commencement is delayed, in which event the City shall have an additional period of time equal to such delay. After expiry of this three month period plus any extension resulting from CN's delay, the City shall be permitted on site to pursue these objectives only with the permission of CN. For the Stadium Development Site, CN shall provide such time to the City as may be reasonably available having regard to the proposed construction schedule for the relocation of the John Street Pumping Station and for the construction of the Stadium.

Section 10.02 - Public Art

CN shall comply within the Stadium Precinct with the requirements of the City set forth in its art guidelines entitled "1% for Art Guidelines" and attached hereto as Schedule "X". CN shall be entitled to determine for each Development Site which of the four options that it wishes to follow for such Development Site.

ARTICLE XI

GENERAL

Section 11.01 - Force Majeure

Whenever and to the extent that any party hereto shall be unable to perform or shall be delayed or restricted in the performance of any obligations (other than an obligation to pay money) arising under this Agreement or any other agreement entered into by the parties pursuant hereto by reason of any cause resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, crime, disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labour disputes, shortages of suitable parts, materials, labour or transportation, or anything beyond the control of any party whether or not of a like or similar nature, the party having the obligation shall be relieved from the performance thereof for so long as such cause exists, and the other parties hereto shall not be entitled to any compensation for any loss, damages, inconvenience, nuisance or discomfort thereby occasioned. Notwithstanding the provisions of this Section 11.01, CN acknowledges that if any item referred to in Section 5.01(2) is not completed and operational by the Stadium Opening Date as a result of any matter referred to in this Section 11.01, the provisions of Section 5.01(3) shall apply and pursuant to such Section 5.01(3), CN shall not apply for further building permits within the Stadium Precinct until the requirements of Section 5.01(2) have been complied with.

Section 11.02 - Jurisdiction

CN acknowledges that, notwithstanding by reason of it being a railway company or for any other reason, it may not be subject to the jurisdiction of the City under the Planning Act or the City of Toronto Act, 1971, as amended, CN will be bound, with respect to all matters concerning the Railway Lands, by all proper and lawful exercises of the City's authority in planning matters, pursuant to the Planning Act or the City of Toronto Act, 1971, as amended. Nevertheless, CN and the City enter into this Agreement to facilitate the development of the Railway Lands and acknowledge that such should not be interpreted as recognition that the City has any planning or development jurisdiction over CN in connection with the development of the Railway Lands, nor that the City does not have any such jurisdiction.

Section 11.03 - Notices

A notice, demand, request, payment, consent or objection required or contemplated to be given or made hereunder shall be in writing and either delivered personally or sent by telegram, telegraph, telex, telecopy or other means of electronic telecommunication or by registered mail postage prepaid addressed as follows:

(a) in the case of CN:

CN Real Estate
145 King Street West
Toronto, Ontario
M5H 1J8

(Attention: Vice-President, Development)

(b) in the case of the City:

City of Toronto
20th Floor, East Tower
City Hall
Toronto, Ontario
M5H 2N1

(Attention: City Clerk)

or such other address of which either party may from time to time notify the other in writing. As a courtesy, CN shall send copies of any such notices to the Commissioner of Public Works, the Commissioner of Parks and Recreation and the Commissioner of Planning and Development at the above address. The time of giving or making such notice, demand, request, consent or objection shall be (i) if delivered or sent by means of electronic telecommunication, when so delivered or sent, (ii) if mailed in Canada, other than during an actual or threatened postal disruption, on the second Business Day following the date of mailing, and (iii) otherwise, when received. The City agrees that as a courtesy only and without incurring any liability whatsoever, it shall endeavour to send by ordinary mail a copy of any notice of default issued pursuant to Section 3.10 or Section 7.09 to The Stadium Corporation, at Suite , Front Street West, Toronto, Ontario . For clarity, the parties confirm that the giving of a copy of such notice shall not delay or restrict the City in any way whatsoever in exercising any remedies to which it is entitled pursuant to the terms of this Agreement.

Section 11.04 - Registration and Discharge

(1) Upon the Commencement Date, this Agreement may be registered by the City or CN on title to the Stadium Precinct and such other lands as referred to in Section 5.11(7)(ii). No registrations of this Agreement or of any legal, equitable or contingent interests arising out of it shall be effected until the Commencement Date.

(2) In the event of development of any Development Site within any Precinct and provided CN is not otherwise in default of any provision of this Agreement relating to such Development Site or of any other provision that is of a major nature that materially affects the development or use of the Stadium

Precinct, the City shall release the owner of such Development Site from any obligations of CN hereunder to the extent that such obligations have been completed with respect to such Development Site and shall on request consent to a discharge against such Development Site to the extent any obligations do not directly affect such Development Site.

(3) So long as CN is not in default under the terms of this Agreement relating to any Development Site or of any other provision that is of a major nature that materially affects the development or use of the Stadium Precinct, the City will consent to the discharge of this Agreement from such Development Site if a development agreement made with the City pursuant to Section 40 of the Planning Act has been registered against such Development Site to the extent of the obligations hereunder relating to such parcel having been satisfied or incorporated in such development agreement, provided that any acknowledgment of satisfaction of any obligation may only be given pursuant to Section 11.04(4) hereof.

(4) Upon the satisfaction of all or any part of the obligations under this Agreement, the City will provide upon the request of CN an acknowledgment to CN, or such other interested party as CN may direct, that this Agreement has been totally or partially discharged by performance, as the case may be and to the best of the City's knowledge and belief as to the status of any remaining work or defaults hereunder. The City shall provide such written acknowledgment within a reasonable period of time, from time to time, at CN's reasonable request.

(5) The obligations of CN under this Agreement may be assigned to any successor in interest of the Stadium Precinct or any part thereof, and, provided the City has consented in writing to

such assignment and to the release of CN, CN shall be released from all obligations hereunder with respect to such lands or their development. CN acknowledges that the City shall be under no obligation to consent to any such assignment or release. At any time after the Stadium Opening Date, either CN or the City may request that the other party enter into a separate agreement in a form satisfactory to both parties incorporating any continuing obligations of the requesting party and upon such agreement being executed and legally binding on the requesting party and, if appropriate, registered against the lands affected by such obligations, the parties shall acknowledge that the continuing obligations covered by such separate agreement shall be deemed to have been satisfied for the purpose of this Agreement.

Section 11.05 - Environmental Agreement

CN and the City agree that nothing in this Agreement shall reduce or amend the obligations of CN pursuant to the provisions of the Environmental Agreement.

Section 11.06 - Statutory Authority for Agreements

This Agreement is entered into pursuant to the City of Toronto Act, 1971, S.O. 1971, c.130, as amended by S.O. 1973, c.213, and any agreements made with CN or any other applicant respecting the matters dealt with in this Agreement are hereby made either pursuant to Section 40 of the Planning Act or pursuant to the City of Toronto Act, 1971, S.O. 1971, c.130, as amended, as may be appropriate.

Section 11.07 - Part Lot Control

The City intends to exempt the Stadium development block, being Parts 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 68, 69 and 72 on Schedule "S-2", from the part lot control provisions of the Planning Act at the time of enacting of the Stadium Precinct By-law and execution of this Agreement by CN. If this Agreement does not come into full force in accordance with its terms, the City intends to re-impose the part lot control provisions of the Planning Act on such development block. CN shall make such changes to the Concept Plan as may be necessary to make it comply with the Stadium Precinct By-law and the Environmental Agreement. The City shall use the Concept Plan as a general basis for evaluating the applications for site plan approval in the Development Review Process. CN shall submit applications for site plan approval to the Development Review Process which shall conform to the Concept Plan, except as the City and CN may agree to amend. The City intends to exempt the Stadium Precinct from the part lot control provisions of the Planning Act upon registration of this Agreement, including any amended Concept Plan, on title to the Stadium Precinct Lands.

Section 11.08 - Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

CANADIAN NATIONAL RAILWAY COMPANY

By:

THE CORPORATION OF THE CITY OF TORONTO

By:

Schedule T

APPENDIX A

Cost Apportionment of Major Infrastructure Elements

Item No.	Description	CN Contribution	Marathon Contribution	City Contribution
1.	Front St.			100%
2.	Bay St.			100%
3.	Portland St.	50%		50%
4.	Bridge for new street (between Portland and Bathurst)	50%		50%
5.	Peter St.	50%		50%
6.	Lower John St.	25%	25%	50%
7.	Lower Simcoe St.		100%(1)	
8.	Simcoe St. Tunnel			100%(2)
9.	Esplanade	66.6%	66.6%(4)	33.3%
10.	Local Streets	100%(3)	100%(3)	
11.	Pedestrian Bridges or Tunnels from private development to private development	100%(3)	100%(3)	
12.	Pedestrian Bridges or Tunnels from Public space to Public space	50%(5)	50%(5)	50%
13.	Community Park	100%		
14.	Central Park		Stage 1 +2	Stage 3
	i) C.P. Roundhouse Park		100%	100%
	ii) Tower Park East	75%		25%
	iii) John Street Corridor	50%		50%
15.	Park Corridors	100%(3)	100%(3)	
16.	Union Plaza		100%	
17.	CN Plaza	100%		
18.	Development oriented Public Open Space	100%(3)	100%(3)	

(1) The cost sharing principles for the discreet items of infrastructure set out above are derived from a general cost sharing principle which is based on the proportionate use of these facilities. In precinct agreements the payment for individual items of infrastructure may be restructured by mutual consent so long as the cost sharing principles identified in Schedule A are respected.

(2) This arrangement is predicated on a re-arrangement of the original 50/50 sharing for Simcoe Street, separating out

the tunnel as a city responsibility subject to the following:

a) that cost sharing is equivalent to the 50-50% method with an agreed upon mechanisms for adjustment if this should not be the case;

b) provided that Marathon agree to construct Lower Simcoe Street and The Esplanade from Simcoe Street to York Street prior to or at the same time as the City construct the Simcoe Street tunnel, all subsequent to the relocation of the CPR yard.

*(3) Percentage shown is only relevant to elements falling within particular land holders holdings. With respect to all housing sites conveyed to the City the original landholder remains responsible for its infrastructure share.

(4) With respect to costs for the portion of The Esplanade fronting the Canada Post property, Canada Post are responsible for a 33.3% share for this frontage with Marathon responsible for 33.3% and the City for the remaining third.

(5) Where such connections are developed commercially, the rationale for the City's contribution will be assessed on a case by case basis.

Schedule W

APPENDIX B

Archaeological Strategy Document

Table of Contents

1. Introduction
2. Summary of the Archaeological Strategy
3. Assessment Phase
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    3.2 Assessment Phase Review
4. Mitigation Phase
    4.1 Scope of Mitigation Phase
    4.2 Costs Related to Mitigation
    4.3 Mitigation Phase Review

ARCHAEOLOGICAL STRATEGY DOCUMENT

1. Introduction

The information to be submitted in a Precinct Plan as part of an application to remove the Holding Symbol from a precinct in the Railway Lands is outlined in Section 11.7 of the Official Plan Part 2 for the Railway Lands.

The applicant in accordance with 11.7(n) must submit the following:

> "(n) A description of the extent of archaeological resources or potential resources within the precinct, and the phasing of investigations in accordance with the archaeological strategy described in Section 7.6 of this Plan."

Section 7.6 of the Part II Plan reads as follows:

> It is the policy that archaeological resources be investigated, documented and if feasible conserved in accordance with a strategy developed by the City of Toronto and the Toronto Historical Board. To this end, an archaeological strategy document, utilizing archival research on historical activities, will be developed by the City of Toronto in order to provide a systematic framework for assessment of the archaeological remains in the Railway Lands. The strategy document will outline appropriate methods for testing, identification, documentation, recovery/mitigation and educational methods, for various classes of remains. More detailed strategies may then be required for precincts as part of a Precinct Plan."

Periodic modification of this document, or refinement for interpretation purposes within the specific precincts, shall be done as required by a review by the Toronto Historical Board in consultation with the Department of Planning and Development, who will jointly report to City Council.

The purpose of this document is to set up an archaeological strategy in accordance with Section 7.6 of the Railway Lands Part II Plan.

2. Summary of the Archaeological Strategy

The archaeological strategy follows a two-phase process:

> Assessment Phase: In order to meet the requirements of paragraph (n) of Section 11.7 cited above, the Precinct Plan submitted by the applicant shall include a heritage assessment map and a list of surface and sub-surface heritage features, as well as undertakings to facilitate the appropriate mitigation as set out below. These items are further outlined in section 3 of this document.

Mitigation Phase: Archaeological excavation, heritage recording, salvaging and other options which mitigate the loss of significant heritage resources shall be undertaken as required by the recommendations of the Assessment Phase and is consistent with the reasonable requirements of the respective construction programme. The Mitigation Phase is further outlined in section 4 of this document.

3. Assessment Phase

3.1 Assessment Phase Requirements

To assess the heritage potential of the precinct the following information shall be submitted by the applicant as part of the Precinct Plan.

a) Heritage Assessment Map

A heritage assessment map(s) at an appropriate scale delineating:

i) existing surface and subsurface structures

ii) known sites of potential prehistoric or historic archaeological interest (including location of previous shorelines, wharfs and known built structures)

iii) areas and locations of boreholes or other soil testing completed or proposed (including proposed archaeological testing where applicable)

iv) a location plan identifying areas which are to be affected by development in accordance with the Precinct Plan

Heritage Features List

A list of the features which are identified on the heritage assessment map (all existing surface and subsurface structures and all known sites of potential prehistoric or historic archaeological interest) including a summary of the potential heritage significance of the features and the proposed management options. The management options and the criteria for evaluating potential heritage significance were included in the Railway Heritage Study in Toronto, Part II, adopted by City Council at its meeting of April 9th, 1985. The management options referred to in the Railway Heritage Study are listed here in brief.

It should be noted that these management options provide a full range of possible considerations, some of which may not be applicable to individual precincts.

Management Options for Surface and Subsurface Heritage Features

Physical Retention

i) renovation

ii) reuse

iii) restoration

iv) preservation

v) mothball

vi) avoidance

vii) financial incentives (subsidized reuse)

viii) superstructure preservation

Mitigation

i) retain features:

- monuments/plaques
- trace feature
- fragment feature
- artifact display
- incorporation in new development
- incorporation in park setting
- relocation
- inventory and recording (documentation)
- Archaeological excavation

ii) demolition

iii) interpretation

The management option states the method by which the applicant is proposing, within the Precinct Plan, to mitigate the loss of a heritage resource. Estimated costs of the management option, when it is specifically undertaken as a mitigative action, shall be listed.

c) Archival Research Documentation List

A list of maps, plans, photographs, and other primary and secondary archival documentation used in the preparation and compilation of the heritage assessment map and heritage features list.

d) Other Reports

Copies of the borehole report and any other reports regarding below grade inspections, and copies of the available legal surveys and topographical maps.

In order that the Mitigation Phase can be conducted on significant heritage resources the following additional undertakings shall be included in a Precinct Plan.

e) Undertaking by the Applicant for Notification of the Toronto Historical Board Regarding Development Schedule

That the Toronto Historical Board shall be advised of the proposed scheduling of construction work within the Precinct in accordance with the Memorandum of Agreement. The Toronto Historical Board shall also be advised of the accommodation of mitigative work within that schedule.

f) Undertaking by the Applicant for Limited Access during Excavation

Notwithstanding Section 8.1(d) of the Memorandum of Agreement, that access to the site beyond the 3 month period shall be provided to the Toronto Historical Board to monitor any below grade excavations (photography, measure, and/or retrieve artifacts) in a manner mutually satisfactory to the Toronto Historical Board and the Precinct Plan applicant. Limitation of access shall be such that access does not undly impede or interrupt scheduled work.

g) Undertaking by the Applicant for Notification of Discoveries

That the Toronto Historical Board shall be advised immediately of the discovery during excavation of any random archaeological resources which were not previously identified on the heritage assessment map and in such case shall take option as possible within the available construction timetable.

h) Artifact Deposition

In accordance with the Ministry of Citizenship and Culture's requirements for the issuance of an archaeological license, any archaeological artifacts shall be deposited in a recognized conservation or museum facility.

3.2 Assessment Phase Review

The submissions required by Section 11.7(n) of the Official Plan Part 2 for the Railway Lands will be reviewed by the Toronto Historical Board in consultation with the Department of Planning and Development and a joint report will then be submitted to City Council including appropriate approvals and recommendations.

4. Mitigation Phase

4.1 Scope of Mitigation Phase

The Mitigation Phase is the period for implementing the management options as outlined in the Precinct Plan. The Phase is completed when those options have been employed. The appropriate mitigation must be established at the time of adoption of the Precinct Plan by either adoption of the proposed management options or revision of those options as recommended in the Assessment Phase Review. Testing, either by using boreholes, test pitting, test trenches, test excavations, or resistivity testing, may be required prior to mitigation of some potential subsurface sites identified in the Assessment Phase in order to determine if those sites remain an undisturbed condition.

Prior to testing, all potential subsurface archaeological sites identified in the Assessment Phase shall be considered extant and undisturbed. Testing is conducted on only those subsurface sites which are identified in the Assessment Phase as being of such potential heritage significance that archaeological excavation may be warranted.

4.2 Costs Relation to Mitigation

Costs related to mitigation will vary according to the chosen management options. Responsibilities for the costs related to mitigation will be outlined in the Assessment Phase Review. As a guideline, it is recommended that the costs of subsurface investigations be borne by the City and by the Precinct Plan applicant on a cost sharing basis to be negotiated in each precinct. Mitigation of surface structures shall be considered on an individual basis.

4.3 Mitigation Phase Review

Upon completion of specific management options of the Precinct Plan, the Toronto Historical Board shall report to the Ministry of Citizenship and Culture as required for the investigation of archaeological sites.

APPENDIX B-1

Toronto Historical Board, C.N. Spadina Roundhouse Complex. Salvage of Artifacts

DESCRIPTION	NUMBER	SIZE	LOCATION
MACHINERY			
Large capstan	1 No.	1.2m x .6 m x 1m	Outside between wheel shop and paint shop
Small capstan	1 No.	.6m x .6m x 1m	Inside paint shop
Smoke Jack and mounting assembly	1 No.	.6m diam. x 1m	Ceiling of roundhouse stall No. 10 & 11
Wheel lathe	1 No.		Wheel shop
DOORS AND HARDWARE:			
Train doors and hardware	4 No.	2m x 4 m	Doors to roundhouse Stall no. 12 & 13
General Foreman's glass door	1 No.	1m x 2 m	Upstairs, stores building
Apprentice classroom sliding door	1 No.	1.2 x 2m	Ground floor, stores building
BUILDING MATERIALS:			
Short timber columns	8 No.	.3m x .3m x 6m	Roundhouse, Front Row Bays 9 to 18
Long timber columns	8 No.	.3m x .3m x 7.5m	Roundhouse, Middle Row Bays 9 to 18
Timber column stock	12 No.	.3m x .3m x 6m	Outside, back of Round- near turning track
LIGHT FIXTURES			
Spun metal lamp shades	24 No.	.3m diam.	Roundhouse bays 9 to 14

Schedule W

APPENDIX C

ONE PER CENT FOR ART GUIDELINES

Introduction

City Council has already approved the following:

"3.7 It is the policy of Council that works of art and cultural facilities be provided as part of the redevelopment of the Railway Lands.

and

11.7(o) a description of the manner in which the public art and cultural facilities described in Section 3.7 of this Plan is to be complied with in the development of the precinct." (Railway Lands: Part II Plan)

"2.5(f) CN and Marathon will agree to incorporate into each precinct agreement which they enter into provisions to support the City's objectives for public art in open spaces and public portions of buildings and the developer's corporate policies for the provisions of such public art. The specifics of these provisions shall be negotiated in the context of each precinct agreement." (Memorandum of Conditions appended to the Railway Lands: Part II Plan) and based on the Cultural Capital report, and a report from the Commissioner of Planning and Development has adopted a matter of policy, that a "1 per cent for art contribution should be provided by major developments". (Report 16 of Neighbourhoods Committee, Clause 26. October 7, 1985). "Major private developments" include (definition to come)

"1%" applies to gross construction costs, not to infrastructure or other expenses on City property. It is over and above the cost of the building landscaping and facilities that would normally be provided.

The main objective of the 1% for art program is to enhance and humanize the project and the city, for the benefit of the public. Consequently, the emphasis of the program is for art in the most publicly accessible parts of the site, and for artists to participate in creating interesting and harmonious relationships between building and street. The controls designed by the City to monitor the 1% for art program are intended to ensure the foregoing objective is met.

There are four options for meeting the 1% for art requirement.

1. The developer can simply donate 1% of his building budget to the City's capital budget for public art projects.

2. The developer can commission works to the value of 1% of his building costs.

3. The developer can invite the collaboration of artists in the design of the building exterior and public environment.

4. The developer can pool his 1% contribution with those of others in the area to come up with major neighbourhood focal points.

Option 1 would result in public art on a publicly owned site, so the developer contribution would be eligible for a tax receipt. The value of approved art-works created on City-owned lands (or lands under long-term lease to the City) under options 2-4 would also be eligible for tax receipts.

Process, Controls and Monitoring

The proposed process and controls are intended to ensure the City's objectives, as stated above, are met. Controls and monitoring are needed to make sure the proposals translate into reality as intended to protect the developers and to protect the artists. My staff will offer every assistance to help developers put their proposals together.

For option 1: developer pays his contribution as a condition of development agreement, and receives receipt.

For option 2: developer submits proposed art projects for his site as part of development review. Planning and Art Commission approval for these project proposals is necessary for development agreement, and commitment to carry out agreed upon work (including contract with the artist) is part of agreement.

For option 3: developer proposes the names of artists and parameters for the collaborative role the artists will play in the public aspects of the development project for approval by Planning and the Art Commission at the time of basic site planning and building conception, since the approved artists must be involved in preparing the relevant drawings to be submitted for development review. The contract(s) with the artist(s) become part of the development agreement to ensure implementation. This option has the best potential for meeting the City's objectives. It provides an opportunity for artists to have a significant impact on the urban environment. However, it becomes difficult to evaluate the 1%. It may be that the artists will work on aspects of the building and landscaping that would have costs associated with them in any case. The impact of the proposals will be evaluated by the Art Commission, and compared with what 1% would achieve in a more conventional - but less effective - approach.

For option 4: the first developer to proceed would submit an approved proposal and deposit his 1% in trust as part of his development agreement. If it is possible for him to proceed with his share of the joint venture, he can do this instead of depositing the funds.

Role of Planning and Development

For any major development site there are urban design considerations that affect siting and design of the project as a whole, and public art in particular. These will be identified to guide the developer as to the City's objectives for public art on his site. Staff can assist developers in preparing their proposals for approval by the Art Commission, through its role as liaison staff for the Commission. Planning staff will also be responsible for monitoring the progress of the art commissions, and can assist in smoothing out disputes among consultants.

Role of Art Commission

The Art Commission is a volunteer body of experts in the field of public art, which advises Council on the artistic merit of public art proposals. The Commission has a broad aesthetic, and is to be considered a resource to those undertaking public art projects in the City. The Commission meets on the first Thursday of every month, and will review presentations with deputants. Normally, decisions are arrived at after in camera discussions at the same meeting.

In the event that the developer and the Art Commission cannot agree on what is art and who is an artist, the Art Commission will prevail. In the event that Art Commission and the developer cannot agree on the parameters of a given proposal, the Commissioner of Planning and Development will report to Council for a ruling.

Where public art proposals present unusual maintenance problems, the matter of maintenance will be negotiated prior to entering into an agreement. It may be worth devoting part of the 1% to a long-term maintenance endowment to have a particularly unusual and interesting piece. Whether the artwork becomes City property or remains in corporate hands, an arrangement regarding eventual deaccessioning must be worked into the agreement.

Stadium Precinct: Preliminary City Objectives/Art guidelines

- Between 55% and 100% of the 1% for art funds will be spent on art in the outdoor plazas, visible and accessible to everyone at all times. This can take the form of enhanced sculptural landscaping interventions in the plazas, possibly involving water, possibly involving lighting effects, etc.

  The termination of vistas should be celebrated either through the building architecture, or through the design of open spaces. Various potentials exist on periphery of the Stadium to acknowledge relationships with the street and neighbouring facilities like the CN Tower, the Roundhouse, etc.

- Up to 20% of the 1% for art funds can be spent on art as part of the building facades and entranceways. This is not intended to hide poorly resolved architecture, but to enliven and give scale to the building.

- Up to 5% can be spent in the main entrance lobby area (visible and accessible to anyone using the building).

- Up to 15% can be spent in the Stadium area, visible to the spectators at the Stadium and in the television audience. This could involve such things as changing banner exhibits, a spectacular neon or laser light show/score board, designed by an artist, etc.

- Up to 5% can be used for free open air performances on the plaza. These must be both entertainment and art. The Toronto Arts Council is Council's advisor on performing arts issues, and is both a resource and control for this category.

STADIUM/Y.1 (RWR#14)
1986-02-24

SCHEDULE "Y"

> This form of lease is to be amended as required by the provisions of Article VI and in particular Section 6.12 thereof in order that it will conform with the requirements of the Park Lease for each Park.

PARK LEASE

THIS LEASE (herein called the "Lease") is made this

day , 19

BETWEEN:

CANADIAN NATIONAL RAILWAY COMPANY

(hereinafter called the "Landlord")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF TORONTO

(hereinafter called the "Tenant")

OF THE SECOND PART

In consideration of good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by Landlord, and the rents, covenants and agreements hereinafter reserved and contained, the Parties agree as follows:

1. PREMISES AND DEMISE

The Landlord hereby demises and leases to the Tenant the lands more particularly described in Schedule A attached hereto (the "Lands"), together with any buildings, structures or improvements at any time constructed or located thereon, all of which is herein called the "Premises".

2. TERM

To have and to hold the Lands subject as herein provided, for a term commencing on [insert appropriate Release Date] and fully to be completed and ended [insert date 1,000 years after date of commencement of the term].

3. ANNUAL RENT

Yielding and paying as rental for the entire term and all renewals and extensions thereof, the sum of Two Dollars ($2.00), payment whereby has already been made and the receipt whereof is hereby acknowledged.

4. TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

(a) any sums which may become due hereunder or be payable by the Tenant to the Landlord shall be paid at the times and in the manner in this Lease provided such sums shall bear interest from their due date until paid at an interest rate equivalent to that then charged by The Corporation of the City of Toronto or its successor for real property taxes in arrears;

Park Uses

(b) not to use or permit the Premises to be used for any other purposes other than such sues as are permitted from time to time within a park designation under the provisions of the general zoning by-law of the City of Toronto in force from time to time and for the following uses:

(This provision is to be modified by the addition of uses as required by the terms of Section 6.08 of the Stadium Precinct Agreement.)

Taxes

(c) (i) to indemnify the Landlord and hold it safe and harmless and to preserve the Landlord's title to the Lands free of claim, lien or encumbrance arising from or relating to real estate and business taxes, assessments, public utility rates and charges and other governmental charges, licence fees in respect of any and every business carried on thereon, local improvement levies and other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen of any nature and kind for which the Tenant or the Landlord in respect of the Premises is or may in law become liable and which may during the term hereby demised be made, assessed, levied or imposed upon the Premises and which may become a lien upon the Lands (all of which taxes, assessments, rates or charges, levies and other governmental changes are hereinafter referred to as "Imposition") and to pay such Impositions when due; provided, however, that if by law any Imposition is payable or may at the option of the taxpayer be paid in instalments (whether or not interest accrues on the unpaid balance of the Imposition) the Tenant may pay the same together with any interest on the unpaid balance of the Imposition in instalments as the same respectively become due; provided that nothing in this Lease contained shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Landlord, or any income, excess profits, or revenue tax of the Landlord, or any income, excess profits, or revenue tax or any other tax, assessment, charge or levy upon sums payable by the Tenant to the Landlord; and

(ii) to furnish to the Landlord, if so requested by the Landlord, official receipts of the appropriate authority, or other proof satisfactory to the Landlord, evidencing the payment of Impositions; provided, however, that the Tenant shall have the unconditional right to contest the amount or validity of any Imposition by appropriate legal proceedings or seek to vary or remove it, but this shall not be deemed or construed in any way as relieving, modifying or altering the Tenant's covenant with respect to any Imposition in this Section 4(c) provided;

(iii) not to require the Landlord to join in any legal proceedings hereinbefore mentioned unless it is necessary for the proper prosecution of such proceedings for the Landlord to do so and unless the Landlord has been fully indemnified to its reasonable satisfaction against all costs and expenses in connection therewith; nor to subject the Landlord to any liability for the payment of any costs or expenses in connection with any such proceedings brought by the Tenant; and the Tenant further covenants with the Landlord to indemnify and save harmless the Landlord from any such costs and expenses;

Compliance with Statutes, By-laws, etc.

(d) (i) throughout the term of this Lease, at the Tenant's sole cost and expense, to comply with all laws and ordinances, orders, rules, regulations and requirements of all Federal, Provincial, Regional and Municipal governments and appropriate departments, commissions and boards material to the demise herein to which the Tenant as tenant under this Lease may be subject where breach thereof might expose Landlord to liability or loss;

(ii) the Tenant shall have the right to contest by appropriate legal proceedings, without cost or expense to the Landlord, the validity of any law, ordinance, order, rule, regulation or requirement of the nature hereinbefore in this Section 4(d) referred to, and if, by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be held in abeyance without subjecting the Tenant or the Landlord to any liability of whatsoever nature for failure so to comply therewith, the Tenant may postpone compliance therewith until the final determination of any such proceedings, provided that all such proceedings shall be prosecuted with all diligence and dispatch;

Construction Liens

(e) not to suffer or permit any construction lien to be registered against the Lands or any part thereof by reason of work, labour, services or material supplied or claimed to have been supplied to the Tenant or anyone holding the Lands or any part thereof through or under the Tenant if the lien attaches or might attach to the Landlord's interest in the Lands; if any such construction lien at any time is registered against the Lands, the Tenant shall cause the same to be discharged or vacated within sixty (60) days after written demand from the Landlord; provided, however, that the Tenant shall have the right to contest the amount or validity of any lien, and in such event if required by the Landlord as provided herein, the Tenant, before any forfeiture of the Landlord's interest in the Lands, shall deposit with the Landlord or into Court to the credit of the action, pending the final determination of any such action, the amount claimed in the claim for lien plus an amount for costs as may be required by applicable law or practice, or security therefor; if the Tenant fails to discharge such lien or to deposit the required moneys or security with the Landlord or into Court as aforesaid within the aforementioned period, then, in addition to any other right or remedy of the Landlord, the Landlord may, but shall not be obliged to, discharge or vacate the same by deposit into Court or by giving security or in such other manner as is, or may be prescribed by law; any amount paid by the Landlord for any of the aforesaid purposes, and all reasonable legal and other expenses of the Landlord, including reasonable solicitor's fees, in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith shall be due by the Tenant on demand with interest as in Section 4(a); nothing herein contained shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any construction lien law;

Assignment and Sublease

(f) except for the purpose of granting security to any mortgagee and except as hereinafter set forth, not to assign this Lease, in whole or in part, nor sell, agree to sell, transfer or mortgage the Lands or the leasehold interest of the Tenant, or otherwise dispose of the same, or any part or parts thereof, without first obtaining, in each and every instance, the Landlord's consent thereto in writing, which consent shall not be delayed or unreasonably withheld; no such assignment, letting, subletting or mortgage as aforesaid shall relieve the Tenant from any of the Tenant's obligations in this Lease contained; notwithstanding the foregoing provisions of this Section 4(f) it is expressly agreed that (except as hereinafter provided) the Tenant, without the Landlord's consent, may:

(i) enter into an agreement, assignment or sublease of the Lease or the Lands, in part or in whole, with any agency of Her Majesty the Queen in right of Ontario or Her Majesty the Queen in right of Canada or any corporation which is a parent, subsidiary, affiliate or associate of the Tenant or to any other Municipal corporation or to any agency of any of the foregoing which has a responsibility for parks;

(ii) sublease or grant concessions or licences to use and occupy any part or parts of the Lands which may be used for the purposes described in Section 4(b) provided that such subletting or granting is subject to the provisions of this Lease and shall not provide for, nor permit any subtenant or other occupant to do, or omit to do, any act or matter which would constitute a breach of this Lease;

(iii) assign the Lease or sublet the Lands, in whole or in part, by way of a charge or mortgage of the Tenant's leasehold interest including a Deed of Trust ("Mortgage"); provided that nothing herein contained, or arising by implication of law, shall be deemed to impose any liability whatsoever on the Landlord in respect of any Mortgage.

Utility Charges

(g) to pay or cause to be paid all charges for gas, water, electricity, light, heat or power, telephone or other communications service used, rendered or supplied to or upon the Premises throughout the term of this Lease where failure to pay might expose Landlord to a liability for payment or amounts unpaid may be a lien on Landlord's reversionary interest in the Lands, and to indemnify the Landlord and save it harmless against any liability or damages on such account; the Tenant shall also at its sole cost and expense procure any and all necessary permits, licences or other authorizations required for the lawful and proper installation and maintenance upon the Lands of wires, pipes, meters, conduits, cable, tubes and other equipment and appliances for use in supplying any such services to and upon the Lands;

Indemnity

(h) to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of or from any work done on the Lands, and further to indemnify and save the Landlord harmless against and from any and all claims arising during the term of this Lease brought against the Landlord and against judgments, liabilities and damages which Landlord may sustain from any condition of any building, improvement or structure on the Lands, or arising from any breach or default on the part of the Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to the terms of this Lease or arising from any act of negligence or omission to act of the Tenant, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the term of this Lease on the Lands, other than by the negligence of the Landlord or any of its agents, contractors, servants, employees or licensees; and

7. LANDLORD'S REPRESENTATIONS

(a) The Landlord hereby warrants and represents to, and covenants with, the Tenant, that the Landlord has full power and right to enter into this Lease and that it has good title to the Lands free of charge or encumbrance, save only the Permitted Encumbrances identified in Schedule "B".

(b) The Landlord covenants with the Tenant that the Tenant shall and may peaceably possess and enjoy the Lands for the term hereby granted without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under it, notwithstanding any default on the part of the Tenant of its obligations hereunder.

8. DEFAULT OF TENANT

(a) Notwithstanding any default whatsoever on the part of Tenant, the Landlord shall not have a right of re-entry under this Lease or any right to terminate this Lease, or any right to regain possession of the Lands or the Premises and the Lease shall terminate only upon expiration of its term as extended or renewed as herein provided.

(b) If the Tenant is in breach of any monetary obligation hereunder and does not remedy such breach within thirty (30) days of receipt of written notice, Landlord shall be entitled to commence proceedings to obtain a judgment to collect such sum; Landlord agrees that it shall not commence any such proceedings unless and until Tenant has failed to remedy such a breach for a period of thirty (30) days following delivery by Landlord to Tenant of written notice of deafult.

(c) If Tenant is in breach of any other obligation under this Lease and has not either remedied such breach within a period of sixty (60) days from the date of receipt of written notice of such breach, or in the case of a default which is not capable of being remedied within a period of thirty (30) days, if Tenant has not commenced action to remedy such breach within a period of sixty (60) days of receipt of written notice of such default, Landlord shall be entitled to commence an action for specific performance or an action for damages or both with respect to such breach. Landlord agrees that it shall not commence any such action with respect to such a breach unless Tenant has failed to remedy such breach or commence action to remedy such breach within a period of sixty (60) days after receipt of written notice of such default.

(d) Landlord shall not have any right to go into possession of the Premises, to give notice of termination, to effect re-entry, or otherwise to terminate the term of this Lease, or to disturb Tenant's possession of the Premises, notwithstanding any general rule of law and notwithstanding any provisions of the Landlord and Tenant Act, or any successor statute thereto. The Landlord hereby waives all rights of re-entry in that regard. The Landlord agrees that it shall have no right to distrain the property of Tenant.

9. OWNERSHIP OF BUILDINGS

It is expressly understood and agreed, that any buildings, structures, improvements, fixtures, equipment or chattels constructed or located on the Lands shall be and remain the property of the Tenant, provided however that the Tenant shall upon the expiration, or other sooner termination for any reason whatsoever, of the term hereby created yield up and surrender to the Landlord the buildings and other improvements of a permanent nature (other than equipment, chattels, furnishings, Tenant's fixtures and trade fixtures or things which do not constitute or affect the structural fabric of buildings and which may be removed by it) then located on or about the Lands.

10. EXTENSION OF TERM

The Landlord agrees that at the expiration of the term hereby granted, the term of this Lease shall be extended for a further term of 1,000 years. The term shall not be so extended if Tenant gives notice to Landlord that it does not wish the Lease term to be so extended provided such notice shall be given no sooner than ten (10) years and no later than one (1) year in advance of the expiration of such term. The terms and conditions of the Lease during each such extended term shall be the terms and conditions of this Lease excluding this right to extend the term. Landlord agrees to execute such further assurances of such extension of the term as Tenant may reasonably request.

11. LANDLORD'S REMEDIES CUMULATIVE

The failure of the Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option; a receipt by the Landlord of payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the party so waiving~~;~~ in addition to the other remedies in this Lease provided, the Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions or provisions of this Lease.

12. NOTICE

Any notice, election, demand, declaration or request which may be or is or are required to be given or made pursuant to this Lease shall (unless otherwise required by law) be given or made in writing and shall be served personally upon any executive officer of the party for whom it is intended or mailed by prepaid registered mail:

(a) in the case of the Landlord, addressed to:

CN Real Estate
145 King Street West
Toronto, Ontario
M5J 1J8

Attention: Vice President, Development

(b) In the case of the Tenant, addressed to:

The Corporation of the City of Toronto
City Hall
100 Queen Street West
Toronto, Ontario
M5H 2N2

Attention: City Clerk

(c) in the case of a Mortgagee of Tenant, to the address which it has provided to the Landlord for this purpose, failing which to its usual or last known address,

or such other address in the City of Toronto or in care of such other officer as either party or a Mortgagee may from time to time advise the others by notice in writing. The date of receipt of any such notice, election, demand, declaration or request, shall be deemed to be the date of delivery of such notice, election, demand or request if served personally or if mailed as aforesaid on the 5th business day next following the date of such mailing, provided that if at the date of such mailing interruption in the operation of the postal service of Canada does or is likely to delay the mailing, such notice, election, demand or request shall be served personally.

13. ARBITRATION

Any dispute which arises between the parties hereto concerning matters under this Lease, shall be determined and settled in accordance with the following procedure. If the parties can agree in writing upon the appointment of a single arbitrator, that arbitrator shall determine the matter or matters submitted to him or her. If the parties cannot agree on the appointment of a single arbitrator then the party requiring a matter to be determined by arbitration (the first party) shall give written notice to the other party (the second party) of the matter to be determined plus the name and address of the arbitrator appointed by the first party. Within fifteen (15) days of the receipt of such notice the second party shall give notice to the first party of the name and address of the arbitrator appointed by the second party and, failing such notice by the second party, the arbitrator for the first party shall forthwith proceed to determine the matter. If such notice is given by the second party, both arbitrators shall forthwith proceed to appoint a third arbitrator who shall be chairman. If such third arbitrator has not been appointed within fifteen (15) days of the receipt of notice by the first party from the second party, either party may apply to a Judge of the Supreme Court of Ontario under the provisions of the Arbitrations Act of Ontario or any similar successor legislation then in force for the appointment of such third arbitrator. Forthwith on the appointment of the third arbitrator, the arbitrators shall determine the matter. The decision of the arbitrator or a majority of the arbitrators shall be final and binding on the parties hereto and not subject to appeal save in regard to a question of law provided that notice of such appeal is served on the other party and filed in Court within ten (10) days of the receipt by the parties of the written decision of the arbitrator or arbitrators. Each party shall bear one-half of the cost and expense of the arbitration.

14. SEVERABILITY

Each covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement and the breach of any such covenant or agreement by the Landlord except for quiet possession and enjoyment of the Lands shall not discharge or relieve the Tenant from the Tenant's obligation to perform each covenant and agreement of this Lease to be performed by the Tenant. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

15. WAIVER

The waiver by the Landlord or Tenant of a breach of a term, covenant or condition herein contained shall not be deemed to be a waiver of a subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of payment by the Landlord will not be deemed to be a waiver of a preceding breach by the Tenant of a term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular payment accepted.

16. HEADINGS

Headings and captions are inserted for convenience of reference only and are not to be considered when interpreting this Lease. All references to this Lease to paragraphs, sections and other subdivisions refer to the corresponding paragraphs, sections and other subdivisions of this Lease except as otherwise expressly provided and the words "this Lease", "herein", "hereof", "hereby", "hereunder", "hereinafter" and words of similar import refer to this Lease as a whole , and not to a particular paragraph, section or subdivision of this Lease.

17. ENTIRE AGREEMENT

This Lease contains all of the terms, covenants, conditions and agreements between the parties hereto as to the demise of the Lands and any addition to or alteration of or changes in this Lease to be binding must be made in writing and signed by both parties.

18. TIME OF THE ESSENCE

Time shall be of the essence in this Lease.

19. FORCE MAJEURE

Notwithstanding anything to the contrary contained in this Lease, if any party hereto is bona fide delayed or hindered or prevented from the performance of any term, covenant or act required or permitted hereunder by reason of strikes, labour troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason whether of a like nature or not (but not including any inability to obtain financing or surety) which is not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then the last date for performance of such term, covenant or act shall be extended by the period of the delay and the party so delayed shall perform such term, covenant or act on or before that last date as extended. However, the provisions of this Section shall not operate to excuse the Tenant from the prompt payment of payments required by this Lease. Specific reference to this Section in this Lease shall not in any way affect its general application to provisions not containing such specific reference. Any dispute as to whether this section is applicable to any delay or hindrance shall be resolved by arbitration pursuant to Section 13.

20. REASONABLENESS

If a party is of the opinion either that the other party is not acting reasonably as provided by any term or provision of this Lease which requires that party to do so or has unreasonably withheld an approval or consent which by the terms hereof may not be unreasonably withheld, a party may have the issue of whether or not the other is acting reasonably or has unreasonably withheld its consent or approval having regard to the facts and circumstances of the particular matter involved determined by arbitration pursuant to Section 13 and if the arbitration award determines that the other party acted unreasonably, the decision shall conclusively be deemed to be reversed, and any withheld consent or approval shall be conclusively deemed to have been given. Unless otherwise expressly stated, all approvals and consents required of either party hereunder shall not be unreasonably withheld or delayed.

21. SUCCESSORS AND ASSIGNS

This Lease and the covenants and agreements herein contained shall extend to, enure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have hereunto affixed their respective seals under the hands of their respective proper officers duly authorized in that behalf.

CANADIAN NATIONAL RAILWAY COMPANY

Per: __________________________c/s

Per: __________________________c/s

THE CORPORATION OF THE CITY
OF TORONTO

Per: __________________________c/s

Per: __________________________c/s

STADIUM/Z.1 (RWR#14)
1986-02-24

SCHEDULE "Z"

This form of lease is to be amended as required by the provisions of the Agreement in order that it will conform with the requirements of the Street Lease for each Street.

STREET LEASE

THIS LEASE (herein called the "Lease") is made this

day , 198

BETWEEN:

CANADIAN NATIONAL RAILWAY COMPANY

(hereinafter called the "Landlord")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF TORONTO

(hereinafter called the "Tenant")

OF THE SECOND PART

In consideration of good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by Landlord, and the rents, covenants and agreements hereinafter reserved and contained, the Parties agree as follows:

1. PREMISES AND DEMISE

The Landlord hereby demises and leases to the Tenant the lands more particularly described in Schedule A attached hereto (the "Lands"), together with any buildings, structures or improvements at any time constructed or located thereon, all of which is herein called the "Premises".

2. TERM

To have and to hold the Lands subject as herein provided, for a term commencing on [insert appropriate Release Date] and fully to be completed and ended [insert date 40 years after date of commencement of the term].

3. ANNUAL RENT

Yielding and paying as rental for the entire term and all renewals and extensions thereof, the sum of Two Dollars ($2.00), payment whereby has already been made and the receipt whereof is hereby acknowledged.

4. TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

(a) any sums which may become due hereunder or be payable by the Tenant to the Landlord shall be paid at the times and in the manner in this Lease provided such sums shall bear interest from their due date until paid at an interest rate equivalent to that then charged by The Corporation of the City of Toronto or its successor for real property taxes in arrears;

Street Uses

(b) not to use or permit the Premises to be used for any other purposes other than for public streets and for uses ancillary thereto.

Taxes

(c) (i) to indemnify the Landlord and hold it safe and harmless and to preserve the Landlord's title to the Lands free of claim, lien or encumbrance arising from or relating to real estate and business taxes, assessments, public utility rates and charges and other governmental charges, licence fees in respect of any and every business carried on thereon, local improvement levies and other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen of any nature and kind for which the Tenant or the Landlord in respect of the Premises is or may in law become liable and which may during the term hereby demised be made, assessed, levied or imposed upon the Premises and which may become a lien upon the Lands (all of which taxes, assessments, rates or charges, levies and other governmental changes are hereinafter referred to as "Imposition") and to pay such Impositions when due; provided, however, that if by law any Imposition is payable or may at the option of the taxpayer be paid in instalments (whether or not interest accrues on the unpaid balance of the Imposition) the Tenant may pay the same together with any interest on the unpaid balance of the Imposition in instalments as the same respectively become due; provided that nothing in this Lease contained shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Landlord, or any income, excess profits, or revenue tax of the Landlord, or any income, excess profits, or revenue tax or any other tax, assessment, charge or levy upon sums payable by the Tenant to the Landlord; and

(ii) to furnish to the Landlord, if so requested by the Landlord, official receipts of the appropriate authority, or other proof satisfactory to the Landlord, evidencing the payment of Impositions; provided, however, that the Tenant shall have the unconditional right to contest the amount or validity of any Imposition by appropriate legal proceedings or seek to vary or remove it, but this shall not be deemed or construed in any way as relieving, modifying or altering the Tenant's covenant with respect to any Imposition in this Section 4(c) provided;

(iii) not to require the Landlord to join in any legal proceedings hereinbefore mentioned unless it is necessary for the proper prosecution of such proceedings for the Landlord to do so and unless the Landlord has been fully indemnified to its reasonable satisfaction against all costs and expenses in connection therewith; nor to subject the Landlord to any liability for the payment of any costs or expenses in connection with any such proceedings brought by the Tenant; and the Tenant further covenants with the Landlord to indemnify and save harmless the Landlord from any such costs and expenses;

Compliance with Statutes, By-laws, etc.

(d) (i) throughout the term of this Lease, at the Tenant's sole cost and expense, to comply with all laws and ordinances, orders, rules, regulations and requirements of all Federal, Provincial, Regional and Municipal governments and appropriate departments, commissions and boards material to the demise herein to which the Tenant as tenant under this Lease may be subject where breach thereof might expose Landlord to liability or loss;

(ii) the Tenant shall have the right to contest by appropriate legal proceedings, without cost or expense to the Landlord, the validity of any law, ordinance, order, rule, regulation or requirement of the nature hereinbefore in this Section 4(d) referred to, and if, by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be held in abeyance without subjecting the Tenant or the Landlord to any liability of whatsoever nature for failure so to comply therewith, the Tenant may postpone compliance therewith until the final determination of any such proceedings, provided that all such proceedings shall be prosecuted with all diligence and dispatch;

Construction Liens

(e) not to suffer or permit any construction lien to be registered against the Lands or any part thereof by reason of work, labour, services or material supplied or claimed to have been supplied to the Tenant or anyone holding the Lands or any part thereof through or under the Tenant if the lien attaches or might attach to the Landlord's interest in the Lands; if any such construction lien at any time is registered against the Lands, the Tenant shall cause the same to be discharged or vacated within sixty (60) days after written demand from the Landlord; provided, however, that the Tenant shall have the right to contest the amount or validity of any lien, and in such event if required by the Landlord as provided herein, the Tenant, before any forfeiture of the Landlord's interest in the Lands, shall deposit with the Landlord or into Court to the credit of the action, pending the final determination of any such action, the amount claimed in the claim for lien plus an amount for costs as may be required by applicable law or practice, or security therefor; if the Tenant fails to discharge such lien or to deposit the required moneys or security with the Landlord or into Court as aforesaid within the aforementioned period, then, in addition to any other right or remedy of the Landlord, the Landlord may, but shall not be obliged to, discharge or vacate the same by deposit into Court or by giving security or in such other manner as is, or may be prescribed by law; any amount paid by the Landlord for any of the aforesaid purposes, and all reasonable legal and other expenses of the Landlord, including reasonable solicitor's fees, in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith shall be due by the Tenant on demand with interest as in Section 4(a); nothing herein contained shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any construction lien law;

Assignment and Sublease

(f) except for the purpose of granting security to any mortgagee and except as hereinafter set forth, not to assign this Lease, in whole or in part, nor sell, agree to sell, transfer or mortgage the Lands or the leasehold interest of the Tenant, or otherwise dispose of the same, or any part or parts thereof, without first obtaining, in each and every instance, the Landlord's consent thereto in writing, which consent shall not be delayed or unreasonably withheld; no such assignment, letting, subletting or mortgage as aforesaid shall relieve the Tenant from any of the Tenant's obligations in this Lease contained; notwithstanding the foregoing provisions of this Section 4(f) it is expressly agreed that (except as hereinafter provided) the Tenant, without the Landlord's consent, may:

(i) enter into an agreement, assignment or sublease of the Lease or the Lands, in part or in whole, with any agency of Her Majesty the Queen in right of Ontario or Her Majesty the Queen in right of Canada or any corporation which is a parent, subsidiary, affiliate or associate of the Tenant or to any other Municipal corporation or to any agency of any of the foregoing which has a responsibility for parks;

(ii) sublease or grant concessions or licences to use and occupy any part or parts of the Lands which may be used for the purposes described in Section 4(b) provided that such subletting or granting is subject to the provisions of this Lease and shall not provide for, nor permit any subtenant or other occupant to do, or omit to do, any act or matter which would constitute a breach of this Lease;

(iii) assign the Lease or sublet the Lands, in whole or in part, by way of a charge or mortgage of the Tenant's leasehold interest including a Deed of Trust ("Mortgage"); provided that nothing herein contained, or arising by implication of law, shall be deemed to impose any liability whatsoever on the Landlord in respect of any Mortgage.

Utility Charges

(g) to pay or cause to be paid all charges for gas, water, electricity, light, heat or power, telephone or other communications service used, rendered or supplied to or upon the Premises throughout the term of this Lease where failure to pay might expose Landlord to a liability for payment or amounts unpaid may be a lien on Landlord's reversionary interest in the Lands, and to indemnify the Landlord and save it harmless against any liability or damages on such account; the Tenant shall also at its sole cost and expense procure any and all necessary permits, licences or other authorizations required for the lawful and proper installation and maintenance upon the Lands of wires, pipes, meters, condults, cable, tubes and other equipment and appliances for use in supplying any such services to and upon the Lands;

Indemnity

(h) to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of or from any work done on the Lands, and further to indemnify and save the Landlord harmless against and from any and all claims arising during the term of this Lease brought against the Landlord and against judgments, liabilities and damages which Landlord may sustain from any condition of any building, improvement or structure on the Lands, or arising from any breach or default on the part of the Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to the terms of this Lease or arising from any act of negligence or omission to act of the Tenant, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the term of this Lease on the Lands, other than by the negligence of the Landlord or any of its agents, contractors, servants, employees or licensees; and

7. LANDLORD'S REPRESENTATIONS

(a) The Landlord hereby warrants and represents to, and covenants with, the Tenant, that the Landlord has full power and right to enter into this Lease and that it has good title to the Lands free of charge or encumbrance, save only the Permitted Encumbrances identified in Schedule "B".

(b) The Landlord covenants with the Tenant that the Tenant shall and may peaceably possess and enjoy the Lands for the term hereby granted without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under it, notwithstanding any default on the part of the Tenant of its obligations hereunder.

8. DEFAULT OF TENANT

(a) Notwithstanding any default whatsoever on the part of Tenant, the Landlord shall not have a right of re-entry under this Lease or any right to terminate this Lease, or any right to regain possession of the Lands or the Premises and the Lease shall terminate only upon expiration of its term as extended or renewed as herein provided.

(b) If the Tenant is in breach of any monetary obligation hereunder and does not remedy such breach within thirty (30) days of receipt of written notice, Landlord shall be entitled to commence proceedings to obtain a judgment to collect such sum; Landlord agrees that it shall not commence any such proceedings unless and until Tenant has failed to remedy such a breach for a period of thirty (30) days following delivery by Landlord to Tenant of written notice of default.

(c) If Tenant is in breach of any other obligation under this Lease and has not either remedied such breach within a period of sixty (60) days from the date of receipt of written notice of such breach, or in the case of a default which is not capable of being remedied within a period of thirty (30) days, if Tenant has not commenced action to remedy such breach within a period of sixty (60) days of receipt of written notice of such default, Landlord shall be entitled to commence an action for specific performance or an action for damages or both with respect to such breach. Landlord agrees that it shall not commence any such action with respect to such a breach unless Tenant has failed to remedy such breach or commence action to remedy such breach within a period of sixty (60) days after receipt of written notice of such default.

(d) Landlord shall not have any right to go into possession of the Premises, to give notice of termination, to effect re-entry, or otherwise to terminate the term of this Lease, or to disturb Tenant's possession of the Premises, notwithstanding any general rule of law and notwithstanding any provisions of the Landlord and Tenant Act, or any successor statute thereto. The Landlord hereby waives all rights of re-entry in that regard. The Landlord agrees that it shall have no right to distrain the property of Tenant.

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It is expressly understood and agreed, that any buildings, structures, improvements, fixtures, equipment or chattels constructed or located on the Lands shall be and remain the property of the Tenant, provided however that the Tenant shall upon the expiration, or other sooner termination for any reason whatsoever, of the term hereby created yield up and surrender to the Landlord the buildings and other improvements of a permanent nature (other than equipment, chattels, furnishings, Tenant's fixtures and trade fixtures or things which do not constitute or affect the structural fabric of buildings and which may be removed by it) then located on or about the Lands.

10. LANDLORD'S REMEDIES CUMULATIVE

The failure of the Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option; a receipt by the Landlord of payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the party so waiving; in addition to the other remedies in this Lease provided, the Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions or provisions of this Lease.

11. NOTICE

Any notice, election, demand, declaration or request which may be or is or are required to be given or made pursuant to this Lease shall (unless otherwise required by law) be given or made in writing and shall be served personally upon any executive officer of the party for whom it is intended or mailed by prepaid registered mail:

(a) in the case of the Landlord, addressed to:

CN Real Estate
145 King Street West
Toronto, Ontario
M5J 1J8

Attention: Vice President, Development

(b) In the case of the Tenant, addressed to:

The Corporation of the City of Toronto
City Hall
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Toronto, Ontario
M5H 2N2

Attention: City Clerk

(c) in the case of a Mortgagee of Tenant, to the address which it has provided to the Landlord for this purpose, failing which to its usual or last known address,

or such other address in the City of Toronto or in care of such other officer as either party or a Mortgagee may from time to time advise the others by notice in writing. The date of receipt of any such notice, election, demand, declaration or request, shall be deemed to be the date of delivery of such notice, election, demand or request if served personally or if mailed as aforesaid on the 5th business day next following the date of such mailing, provided that if at the date of such mailing interruption in the operation of the postal service of Canada does or is likely to delay the mailing, such notice, election, demand or request shall be served personally.

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Each covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement and the breach of any such covenant or agreement by the Landlord except for quiet possession and enjoyment of the Lands shall not discharge or relieve the Tenant from the Tenant's obligation to perform each covenant and agreement of this Lease to be performed by the Tenant. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

14. WAIVER

The waiver by the Landlord or Tenant of a breach of a term, covenant or condition herein contained shall not be deemed to be a waiver of a subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of payment by the Landlord will not be deemed to be a waiver of a preceding breach by the Tenant of a term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular payment accepted.

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Headings and captions are inserted for convenience of reference only and are not to be considered when interpreting this Lease. All references to this Lease to paragraphs, sections and other subdivisions refer to the corresponding paragraphs, sections and other subdivisions of this Lease except as otherwise expressly provided and the words "this Lease", "herein", "hereof", "hereby", "hereunder", "hereinafter" and words of similar import refer to this Lease as a whole , and not to a particular paragraph, section or subdivision of this Lease.

16. ENTIRE AGREEMENT

This Lease contains all of the terms, covenants, conditions and agreements between the parties hereto as to the demise of the Lands and any addition to or alteration of or changes in this Lease to be binding must be made in writing and signed by both parties.

17. TIME OF THE ESSENCE

Time shall be of the essence in this Lease.

18. FORCE MAJEURE

Notwithstanding anything to the contrary contained in this Lease, if any party hereto is bona fide delayed or hindered or prevented from the performance of any term, covenant or act required or permitted hereunder by reason of strikes, labour troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason whether of a like nature or not (but not including any inability to obtain financing or surety) which is not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then the last date for performance of such term, covenant or act shall be extended by the period of the delay and the party so delayed shall perform such term, covenant or act on or before that last date as extended. However, the provisions of this Section shall not operate to excuse the Tenant from the prompt payment of payments required by this Lease. Specific reference to this Section in this Lease shall not in any way affect its general application to provisions not containing such specific reference. Any dispute as to whether this section is applicable to any delay or hindrance shall be resolved by arbitration pursuant to Section 12.

19. REASONABLENESS

If a party is of the opinion either that the other party is not acting reasonably as provided by any term or provision of this Lease which requires that party to do so or has unreasonably withheld an approval or consent which by the terms hereof may not be unreasonably withheld, a party may have the issue of whether or not the other is acting reasonably or has unreasonably withheld its consent or approval having regard to the facts and circumstances of the particular matter involved determined by arbitration pursuant to Section 12 and if the arbitration award determines that the other party acted unreasonably, the decision shall conclusively be deemed to be reversed, and any withheld consent or approval shall be conclusively deemed to have been given. Unless otherwise expressly stated, all approvals and consents required of either party hereunder shall not be unreasonably withheld or delayed.

20. SUCCESSORS AND ASSIGNS

This Lease and the covenants and agreements herein contained shall extend to, enure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

22. OPTION TO PURCHASE

In consideration of other good and valuable consideration and the sum of Two Dollars ($2.00) now paid by the Tenant to the Landlord, the receipt whereof is hereby acknowledged:

(a) the Landlord hereby grants to the Tenant the option to purchase the Premises for the purchase price of One

Dollar ($1.00) on the terms and subject to the conditions hereinafter set forth;

(b) the option herein granted may be exercised only by written notice of exercise given to the Landlord by the Tenant at any time during the term and upon exercise in accordance with this clause (b) the parties shall complete the transaction at the end of the term;

(c) at any time during the term of this Lease on not less than sixty (60) days' prior written notice to Tenant, the Landlord may require that the Tenant exercise the option to purchase the Premises herein granted in which event the transaction of purchase and sale shall be closed on the date set out in such notice, which date shall not be earlier than sixty (60) days after the date of notice and not later than the end of the term and upon the exercise of the option in accordance with the provisions of this clause (c) the parties shall complete the purchase transaction on the date for completion set forth in such notice;

(d) Landlord shall transfer freehold title to Tenant free and clear of encumbrance, save for Permitted Encumbrances as identified in Schedule "B" annexed; Landlord shall deliver to Tenant such documents, deeds and assurances as are required to transfer such title to Tenant; Landlord agrees to obtain and register discharges of any liens or encumbrances affecting the freehold title to the Premises, save for Permitted Encumbrances;

(e) if Tenant exercises its option to purchase prior to the commencement of the fortieth year of the term, Landlord agrees upon request to execute and deliver to Tenant for registration a transfer of the Premises which by its terms shall effect transfer of title only on the last day of the fortieth year of the term; notwithstanding delivery of such a transfer, Landlord agrees to grant such further assurances of the transfer of the Premises as Tenant may request.

IN WITNESS WHEREOF the parties have hereunto affixed their respective seals under the hands of their respective proper officers duly authorized in that behalf.

CANADIAN NATIONAL RAILWAY COMPANY

Per: ____________________________ c/s

Per: ____________________________ c/s

THE CORPORATION OF THE CITY
OF TORONTO

Per: ____________________________ c/s

Per: ____________________________ c/s

SCHEDULE "A"

PREMISES - LEGAL DESCRIPTION

The appropriate Reference Plan description is to be inserted here. (For Tower Park West, reference to the lower level of the demised lands will have to be added.)

CN RAILWAY LANDS PRECINCT A
SCHEDULES TO PRECINCT A DEVELOPMENT AGREEMENT

SCHEDULE	A	STREETS AVAILABLE FOR STADIUM OPENING TEMPORARY CONDITION • HIGH LINE IN PLACE
SCHEDULE	B	STREETS AVAILABLE FOR THE STADIUM OPENING PERMANENT CONDITION • HIGH LINE REMOVED
SCHEDULE	C	SERVICES
SCHEDULE	D	BUS PARKING
SCHEDULE	E	ROAD CROSS SECTIONS
SCHEDULE	F	GENERAL STREETSCAPE
SCHEDULE	G	STREETSCAPE DETAILS
SCHEDULE	H	CN PLAZA
SCHEDULE	I	JOHN STREET CORRIDOR TOWER PARK EAST AND WEST • PHASE ONE AT STADIUM OPENING
SCHEDULE	J	JOHN STREET CORRIDOR TOWER PARK EAST AND WEST • PHASE TWO • ULTIMATE DEVELOPMENT
SCHEDULE	K	JOHN STREET PARK
SCHEDULE	L	LINEAR PARK AND HIGH LINE BERM PARK
SCHEDULE	M	PEDESTRIAN SYSTEMS • OPTIONS
SCHEDULE	N1 N2 N3 N4 N5	INFRASTRUCTURE PHASING SCHEDULE
SCHEDULE	O	NAMES OF STREETS
SCHEDULE	P	LOCATION OF INTERSECTIONS
SCHEDULE	Q	OVERALL INFRASTRUCTURE • TEMPORARY CONDITION • HIGH LINE IN PLACE
SCHEDULE	R	OVERALL INFRASTRUCTURE PERMANENT CONDITION • HIGH LINE REMOVED
SCHEDULE	1	REFERENCE PLAN
SCHEDULE	2	REFERENCE PLAN

FEBRUARY 19 1986

CN Real Estate
Immeubles

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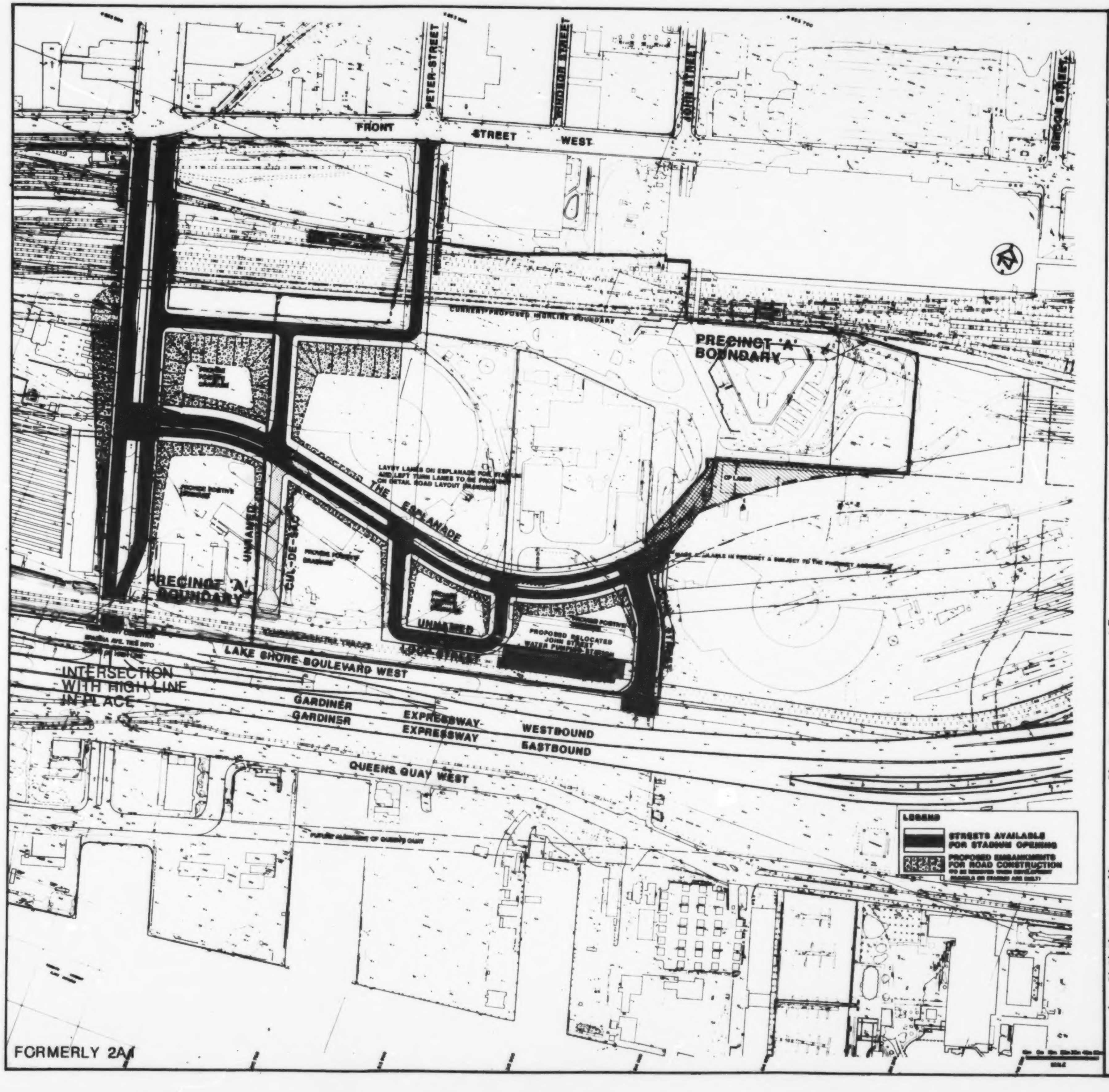
GROUP
BIA
Beinhaker/Irwin Associates
Architects, Engineers, Planners
[illegible]



FRONT STREET WEST
PETER STREET
JOHN STREET
SIMCOE STREET
CURRENT PROPOSED HIGHLINE BOUNDARY
PRECINCT 'A' BOUNDARY
THE ESPLANADE
UNNAMED
CUL-DE-SAC
LOOP STREET
PROPOSED RELOCATED JOHN STREET WATER PUMPING STATION
LAKE SHORE BOULEVARD WEST
INTERSECTION WITH HIGH LINE IN PLACE
GARDINER EXPRESSWAY WESTBOUND
GARDINER EXPRESSWAY EASTBOUND
QUEENS QUAY WEST
FUTURE ALIGNMENT OF QUEENS QUAY
LEGEND
STREETS AVAILABLE FOR STADIUM OPENING
PROPOSED EMBANKMENTS FOR ROAD CONSTRUCTION
FORMERLY 2AA

THIS DRAWING SHOWS AVAILABLE ROADS AT STADIUM OPENING IF THE HIGH LINE IS REMOVED

FEBRUARY 4 1986
FEBRUARY 3 86
JANUARY 29th 1986
January 10 86

4	FEB 5, 1986	P.S.	[illegible]
3	FEB 3, 1986	P.S.	[illegible]
2	1 86		PETER STREET
1	DEC 10,1985	M.N.	[illegible]
No	date	by	

Revision

IBI GROUP

BIA
Beinhaker/Irwin Associates
Architects, Engineers, Planners

CN Real Estate Immeubles

project title

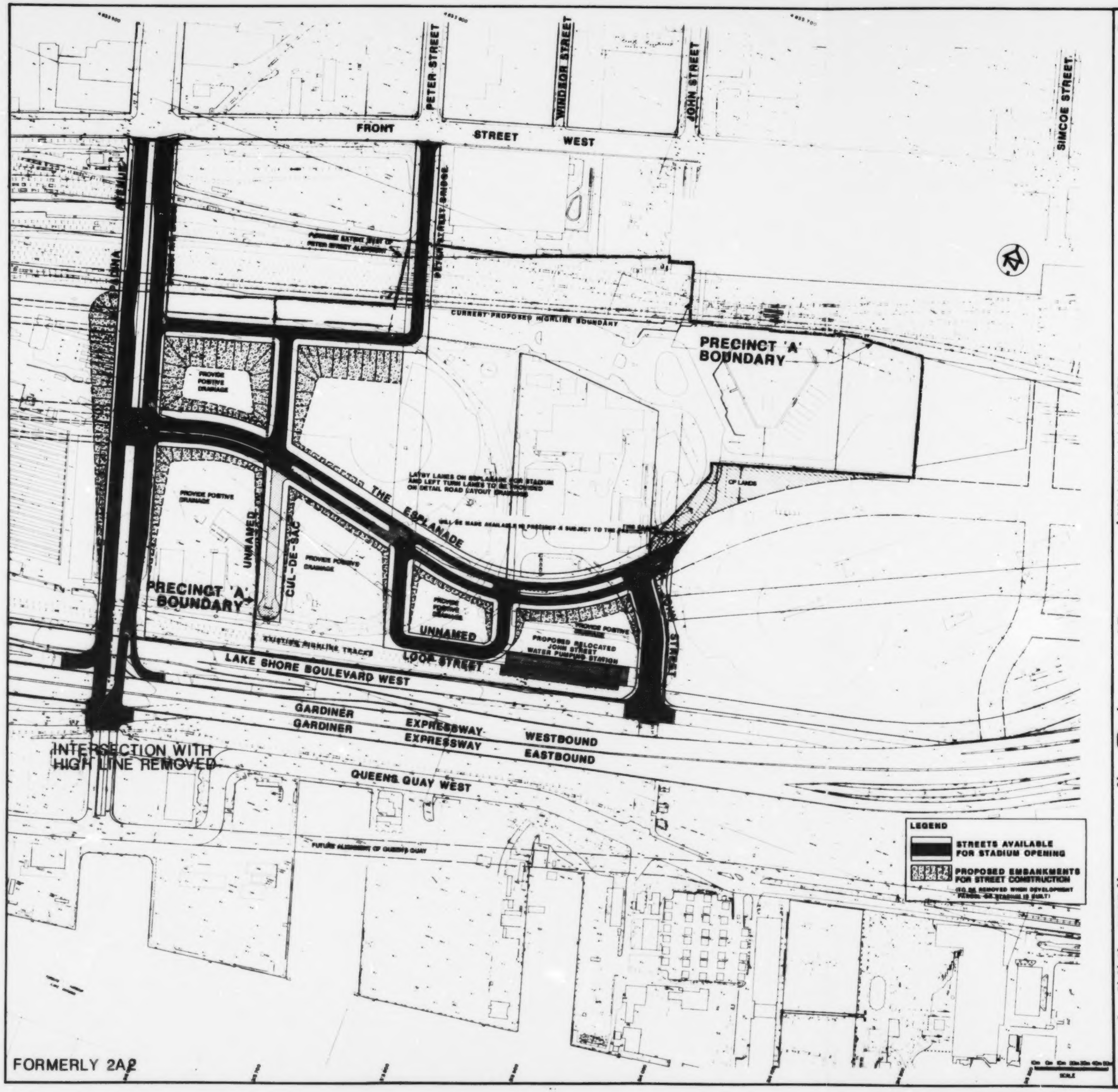
RAILWAY LANDS
STADIUM PRECINCT
'A'

sheet title

STREETS AVAILABLE
FOR STADIUM OPENING
TEMPORARY CONDITION
HIGH LINE IN PLACE

scale 1:1000	date Dec/1985
drawn J.C.B.	checked C.A.B.
project no. TO-210	sheet no. SCHEDULE A

FEBRUARY 19 1986


FRONT STREET WEST
PETER STREET
WINDSOR STREET
JOHN STREET
SIMCOE STREET
PETER STREET BRIDGE
CURRENT PROPOSED HIGHLINE BOUNDARY
PRECINCT 'A' BOUNDARY
PROVIDE POSITIVE DRAINAGE
LAYBY LANES ON ESPLANADE FOR STADIUM AND LEFT TURN LANES TO BE PROVIDED ON DETAIL ROAD LAYOUT DRAWINGS
THE ESPLANADE
UNNAMED
CUL-DE-SAC
CP LANDS
PRECINCT 'A' BOUNDARY
UNNAMED
PROPOSED RELOCATED JOHN STREET WATER PUMPING STATION
EXISTING HIGHLINE TRACKS
LOOP STREET
LAKE SHORE BOULEVARD WEST
GARDINER EXPRESSWAY WESTBOUND
GARDINER EXPRESSWAY EASTBOUND
INTERSECTION WITH HIGH LINE REMOVED
QUEENS QUAY WEST
FUTURE ALIGNMENT OF QUEEN'S QUAY
LEGEND
STREETS AVAILABLE FOR STADIUM OPENING
PROPOSED EMBANKMENTS FOR STREET CONSTRUCTION
(TO BE REMOVED WHEN DEVELOPMENT PERIOD OR STADIUM IS BUILT)
SCALE
FORMERLY 2A2

general notes

THIS DRAWING SHOWS AVAILABLE ROADS AT STADIUM OPENING IF THE HIGH LINE IS REMOVED

FEBRUARY 4 1986
FEBRUARY 3 86
JANUARY 20 86
January 16 86

No.	date	by	
5	FEB 4 1986	J.C.B.	JOHN ST. REVISED
4	FEB 3/1986	P.S.	[illegible] STREET SHORTENED
3	FEB 3 1986	P.S.	[illegible] TURN LANES ADDED
2	1 86		PETER STREET
1	DEC 18/1985	M.N.	[illegible] ADDED

Revision

IBI
GROUP
BIA
Beinhaker/Irwin Associates
Architects, Engineers, Planners

CN Real Estate Immeubles

project title

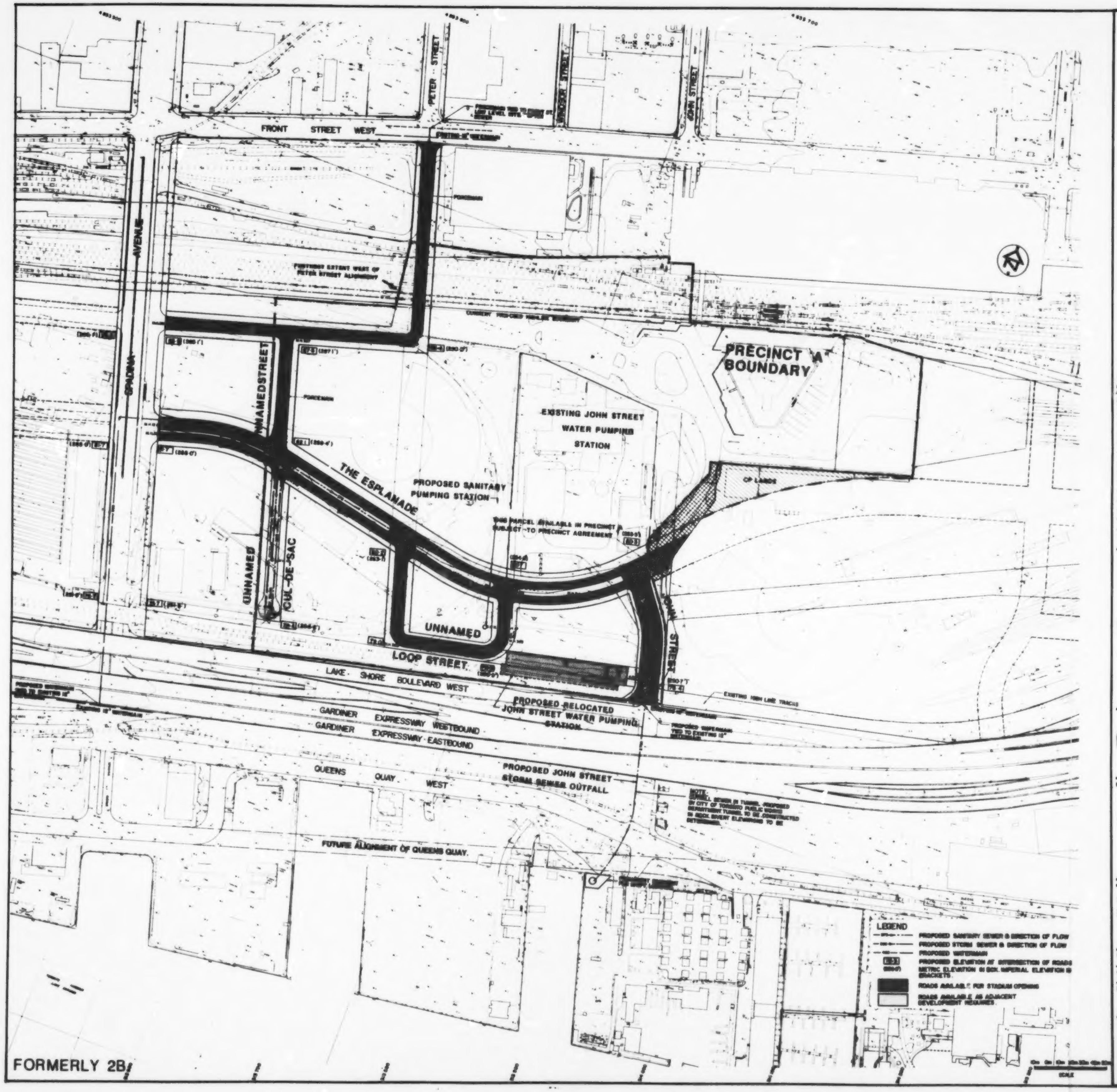
RAILWAY LANDS
STADIUM PRECINCT
'A'

sheet title

STREETS AVAILABLE
FOR STADIUM OPENING
PERMANENT CONDITION
HIGH LINE REMOVED

scale 1 : 1000	date Dec/1985
drawn J.C.B.	checked D.F. Gon/C.A.B.
project no. TO-219	drawing no. SCHEDULE B

FEBRUARY 19 1986


FRONT STREET WEST
PETER STREET
BREMNER STREET
JOHN STREET
SPADINA AVENUE
UNNAMED STREET
UNNAMED
CUL-DE-SAC
THE ESPLANADE
PROPOSED SANITARY PUMPING STATION
EXISTING JOHN STREET WATER PUMPING STATION
PRECINCT 'A' BOUNDARY
CP LANDS
THIS PARCEL AVAILABLE IN PRECINCT B SUBJECT TO PRECINCT AGREEMENT
UNNAMED
LOOP STREET
JOHN STREET
LAKE SHORE BOULEVARD WEST
PROPOSED RELOCATED JOHN STREET WATER PUMPING STATION
GARDINER EXPRESSWAY WESTBOUND
GARDINER EXPRESSWAY EASTBOUND
QUEENS QUAY WEST
PROPOSED JOHN STREET STORM SEWER OUTFALL
FUTURE ALIGNMENT OF QUEENS QUAY
EXISTING HIGH LINE TRACKS
FORCEMAIN
LEGEND
PROPOSED SANITARY SEWER & DIRECTION OF FLOW
PROPOSED STORM SEWER & DIRECTION OF FLOW
PROPOSED WATERMAIN
PROPOSED ELEVATION AT INTERSECTION OF ROADS METRIC ELEVATION IN BOX. IMPERIAL ELEVATION IN BRACKETS.
ROADS AVAILABLE FOR STADIUM OPENING
ROADS AVAILABLE AS ADJACENT DEVELOPMENT REQUIRES.
SCALE
FORMERLY 2B

THIS DRAWING SHOWS SERVICING FOR PRECINCT 'A' AND ROAD GRADES

FEBRUARY 4 1986
FEBRUARY 3 86
JANUARY 30 86
January 10 86

No.	date	by	Revision
5	FEB 5 1986	P.S.	WATERMAIN REVISED
4	FEB 5, 1986	P.S.	[illegible] STREET SHORTENED
3	FEB 5, 1986	P.S.	BUS LAY BY & LEFT TURN LANES ADDED
2	1 86		PETER STREET
1	DEC 19 85	P.J.S.	PETER STREET EXTENSION AND PRECINCT A BOUNDARY CHANGED

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Architects, Engineers, Planners

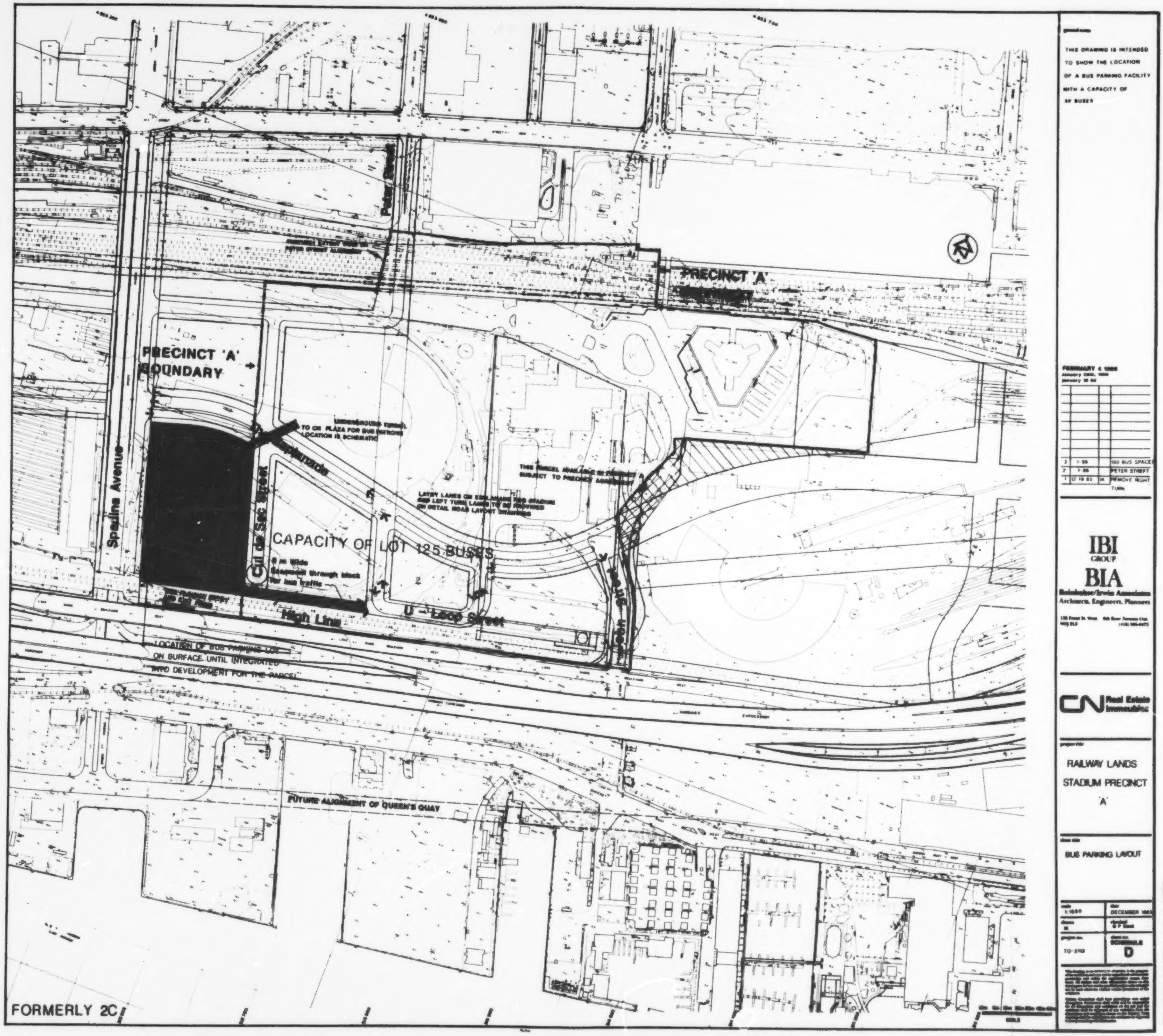
CN Real Estate Immeubles

RAILWAY LANDS
STADIUM PRECINCT
'A'

PROPOSED MUNICIPAL SERVICES

scale	date
1:1000	Dec./1985
P.J.S	C.A.H.
TO-2110	C

FEBRUARY 19 1986


Peter Street
PRECINCT 'A'
PRECINCT 'A' BOUNDARY
UNDERGROUND TUNNEL TO CN PLAZA FOR BUS PATRONS LOCATION IS SCHEMATIC
Esplanade
Spadina Avenue
Cul de Sac Street
CAPACITY OF LOT 125 BUSES
6 m Wide Easement through block for bus traffic
LAYBY LANES ON ESPLANADE AND STADIUM AND LEFT TURN LANES TO BE PROVIDED ON DETAIL ROAD LAYOUT DRAWINGS
THIS PARCEL AVAILABLE IN PRECINCT A SUBJECT TO PRECINCT AGREEMENT
High Line
U - Loop Street
Stadium Street
LOCATION OF BUS PARKING LOT ON SURFACE UNTIL INTEGRATED INTO DEVELOPMENT FOR THE PARCEL
FUTURE ALIGNMENT OF QUEEN'S QUAY
FORMERLY 2C
SCALE
THIS DRAWING IS INTENDED TO SHOW THE LOCATION OF A BUS PARKING FACILITY WITH A CAPACITY OF 97 BUSES
FEBRUARY 4 1986
January 28th, 1986
January 10 86
3 | 1-86 | | 100 BUS SPACES
2 | 1-86 | | PETER STREET
1 | 12 19 85 | | REMOVE RIGHT TURN
IBI GROUP
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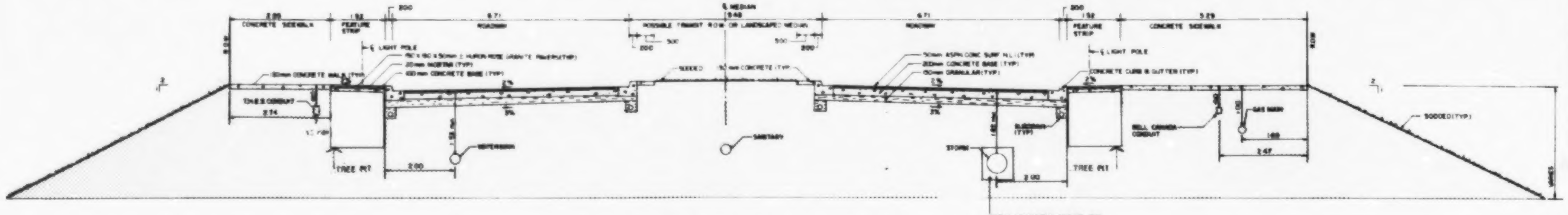
Beinhaker/Irwin Associates
Architects, Engineers, Planners
CN Real Estate Immobilier
project title
RAILWAY LANDS
STADIUM PRECINCT
'A'
sheet title
BUS PARKING LAYOUT
scale 1:1000
date DECEMBER 1985
project no. TO-2113
sheet no. SCHEDULE D

FEBRUARY 19 1986



CITY SHARES COST ON INSTALLATION OF STORM SEWER

TYPICAL CROSS SECTION (THE ESPLANADE)

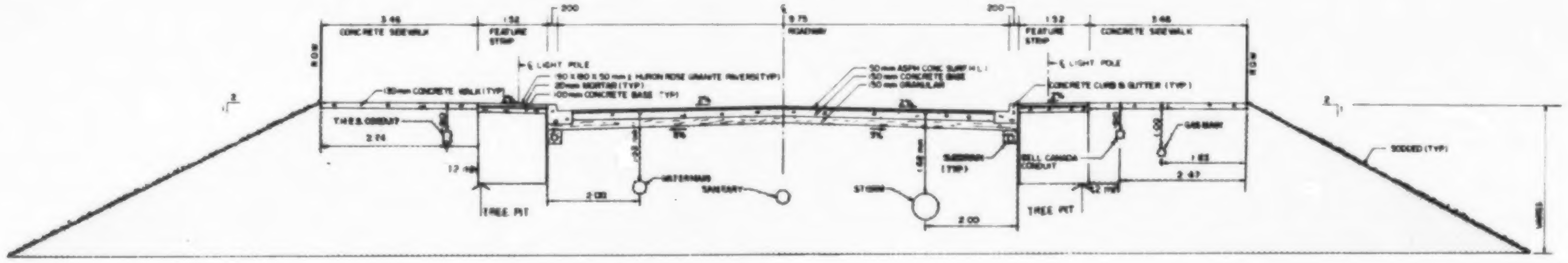
30·48M R.O.W.

TREE PITS AND UNDERGROUND SERVICES TO BE LOCATED AS PER APPROVED DEPARTMENT OF PUBLIC WORKS CROSS SECTIONS SHOWING A 1.2 m SEPARATION BETWEEN THESE TWO ELEMENTS OF INFRASTRUCTURE

LEGEND

▨ CN RESPONSIBLE FOR ALL INSTALLATIONS IN SHADED AREA EXCEPT HYDRO, GAS & BELL. CITY SHARES COST ON ALL INSTALLATIONS ABOVE SHADED AREA.

GRANULAR B FILL OR AS APPROVED BY THE COMMISSIONER OF PUBLIC WORKS

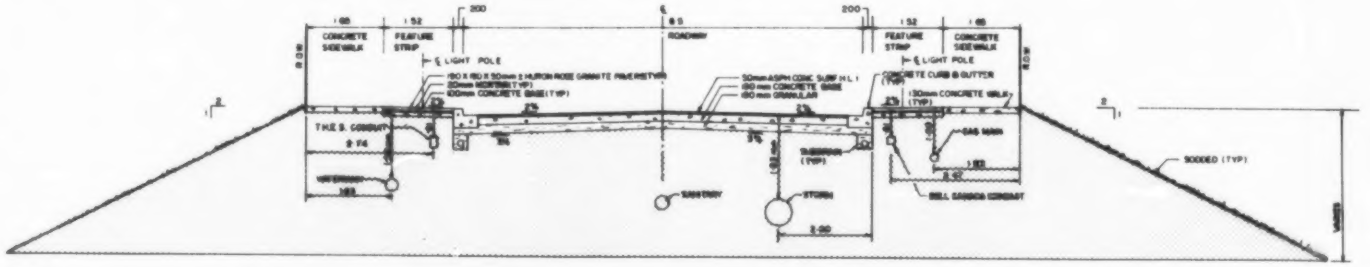


TYPICAL CROSS SECTION (LOCAL STREET)

20·11 M R.O.W.

LEGEND

▨ CN RESPONSIBLE FOR ALL INSTALLATIONS IN SHADED AREA EXCEPT HYDRO, GAS & BELL. CITY SHARES COST ON ALL INSTALLATIONS ABOVE SHADED AREA.



TYPICAL CROSS SECTION (LOCAL STREET)

15·24M R.O.W.

NOTE: NO STREET TREES ON 15.24 R.O.W.

LEGEND

▨ CN RESPOSIBLE FOR ALL INSTALLTIONS IN SHADED AREA EXCEPT HYDRO, GAS & BELL. CITY SHARES COST ON ALL INSTALLATIONS ABOVE SHADED AREA.

FORMERLY 2F

general notes

THIS PLAN IS INTENDED TO SHOW LEVEL ABOVE WICH THE CITY SHARES INFRASTRUCTURE COSTS

FEBRUARY 4 1986
FEBRUARY 3 86
JANUARY 20 86
January 10 86

No	date	by	
3	FEB 4 1986	J.C.B.	[illegible] ROW REVISED
2	FEB 3,1986	P.S.	BELL CANADA & T.H.E.S. CONDUIT REVISED
1	DEC 1985	K	TREE PITS

Revision

IBI
GROUP

BIA
Beinhaker/Irwin Associates
Architects, Engineers, Planners

156 Front St. West 6th floor Toronto Ont.
M5J 2L6 (416) 596-0473

CN Real Estate
Immeubles

project title
RAILWAY LANDS
STADIUM PRECINCT
'A'

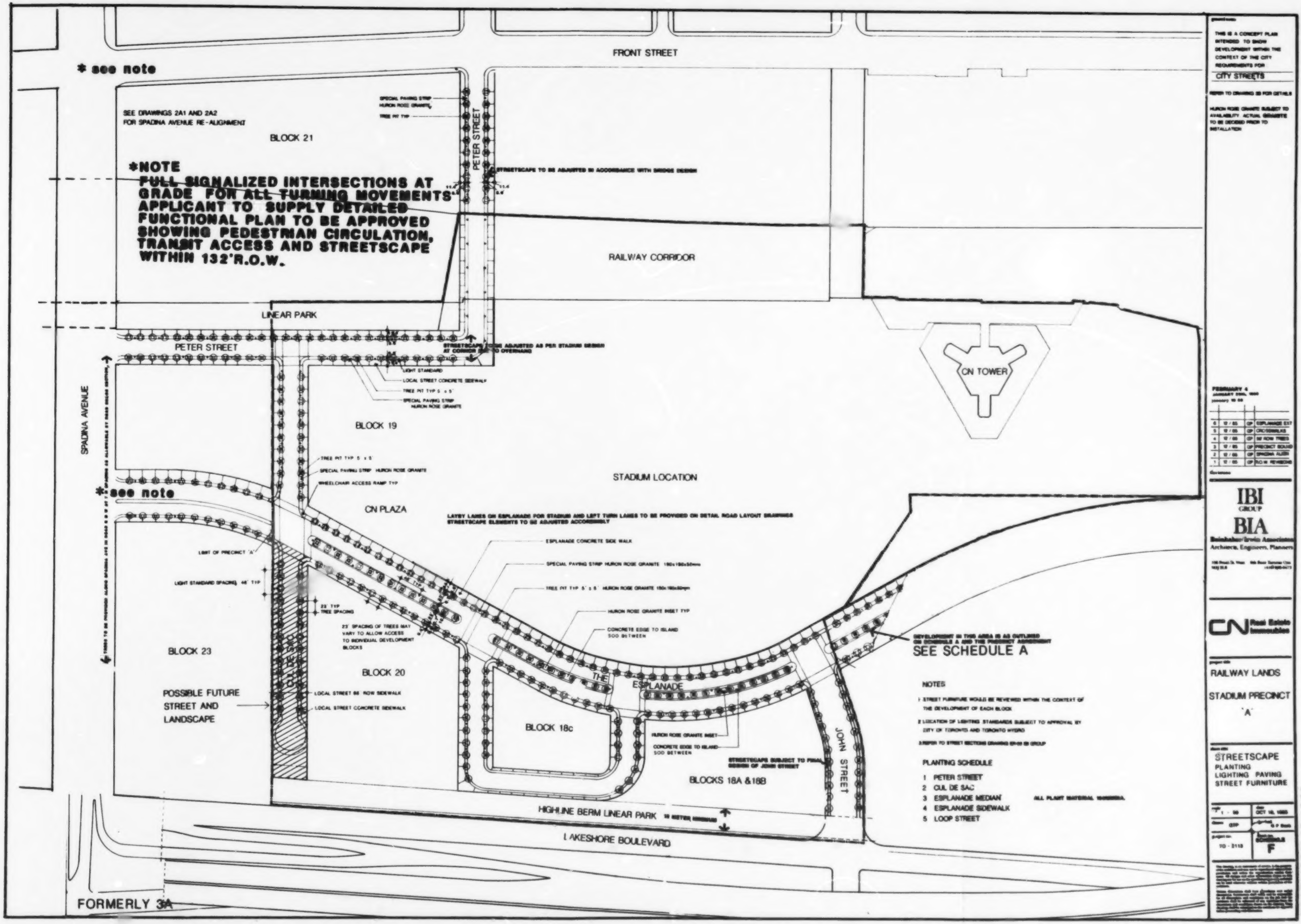
sheet title
TYPICAL ROAD
CROSS SECTIONS

scale 1:500
date Dec./1985
drawn P.S.
checked C.B.
project no. TO-2113
sheet no. SCHEDULE E

[illegible]

SCALE

FEBRUARY 19 1986


FRONT STREET
* see note
SEE DRAWINGS 2A1 AND 2A2
FOR SPADINA AVENUE RE-ALIGNMENT
BLOCK 21
SPECIAL PAVING STRIP
HURON ROSE GRANITE
TREE PIT TYP
PETER STREET
*NOTE
FULL SIGNALIZED INTERSECTIONS AT GRADE FOR ALL TURNING MOVEMENTS
APPLICANT TO SUPPLY DETAILED FUNCTIONAL PLAN TO BE APPROVED SHOWING PEDESTRIAN CIRCULATION, TRANSIT ACCESS AND STREETSCAPE WITHIN 132'R.O.W.
STREETSCAPE TO BE ADJUSTED IN ACCORDANCE WITH BRIDGE DESIGN
RAILWAY CORRIDOR
LINEAR PARK
PETER STREET
STREETSCAPE TO BE ADJUSTED AS PER STADIUM DESIGN AT CORNER DUE TO OVERHANG
LIGHT STANDARD
LOCAL STREET CONCRETE SIDEWALK
TREE PIT TYP 5' x 5'
SPECIAL PAVING STRIP
HURON ROSE GRANITE
CN TOWER
SPADINA AVENUE
BLOCK 19
TREE PIT TYP 5' x 5'
SPECIAL PAVING STRIP HURON ROSE GRANITE
WHEELCHAIR ACCESS RAMP TYP
STADIUM LOCATION
* see note
CN PLAZA
LAYBY LANES ON ESPLANADE FOR STADIUM AND LEFT TURN LANES TO BE PROVIDED ON DETAIL ROAD LAYOUT DRAWINGS
STREETSCAPE ELEMENTS TO BE ADJUSTED ACCORDINGLY
ESPLANADE CONCRETE SIDE WALK
SPECIAL PAVING STRIP HURON ROSE GRANITE 150x150x50mm
TREE PIT TYP 5' x 5' HURON ROSE GRANITE 150x150x50mm
HURON ROSE GRANITE INSET TYP
CONCRETE EDGE TO ISLAND
SOD BETWEEN
LIMIT OF PRECINCT 'A'
LIGHT STANDARD SPACING 46' TYP
23' TYP
TREE SPACING
23' SPACING OF TREES MAY VARY TO ALLOW ACCESS TO INDIVIDUAL DEVELOPMENT BLOCKS
DEVELOPMENT IN THIS AREA IS AS OUTLINED ON SCHEDULE A AND THE PRECINCT AGREEMENT
SEE SCHEDULE A
BLOCK 23
BLOCK 20
POSSIBLE FUTURE STREET AND LANDSCAPE
LOCAL STREET 66' ROW SIDEWALK
LOCAL STREET CONCRETE SIDEWALK
THE ESPLANADE
BLOCK 18c
HURON ROSE GRANITE INSET
CONCRETE EDGE TO ISLAND
SOD BETWEEN
STREETSCAPE SUBJECT TO FINAL DESIGN OF JOHN STREET
BLOCKS 18A & 18B
JOHN STREET
HIGHLINE BERM LINEAR PARK
LAKESHORE BOULEVARD
FORMERLY 3A
THIS IS A CONCEPT PLAN INTENDED TO SHOW DEVELOPMENT WITHIN THE CONTEXT OF THE CITY REQUIREMENTS FOR
CITY STREETS
REFER TO DRAWING 2B FOR DETAILS
HURON ROSE GRANITE SUBJECT TO AVAILABILITY. ACTUAL GRANITE TO BE DECIDED PRIOR TO INSTALLATION
FEBRUARY 4
JANUARY 1986
6 12/85 GP ESPLANADE EXT
5 12/85 GP CROSSWALKS
4 12/85 GP 66' ROW TREES
3 12/85 GP PRECINCT BOUND
2 12/85 GP SPADINA ALIGN
1 12/85 GP R.O.W. REVISIONS
IBI GROUP
BIA
Beinhaker/Irwin Associates
Architects, Engineers, Planners
CN Real Estate Immeubles
RAILWAY LANDS
STADIUM PRECINCT 'A'
STREETSCAPE
PLANTING
LIGHTING PAVING
STREET FURNITURE
1 : 50
OCT 16, 1985
GP
10 - 3110
SCHEDULE F

NOTES

1 STREET FURNITURE WOULD BE REVIEWED WITHIN THE CONTEXT OF THE DEVELOPMENT OF EACH BLOCK

2 LOCATION OF LIGHTING STANDARDS SUBJECT TO APPROVAL BY CITY OF TORONTO AND TORONTO HYDRO

3 REFER TO STREET SECTIONS DRAWING [illegible]

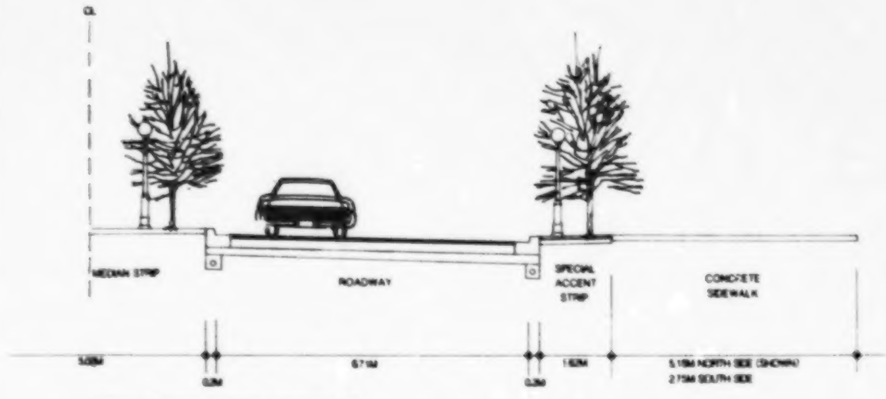
PLANTING SCHEDULE

1 PETER STREET
2 CUL DE SAC
3 ESPLANADE MEDIAN
4 ESPLANADE SIDEWALK
5 LOOP STREET

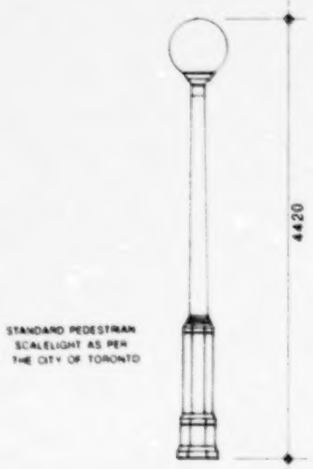
ALL PLANT MATERIAL [illegible]

FEBRUARY 19 1986

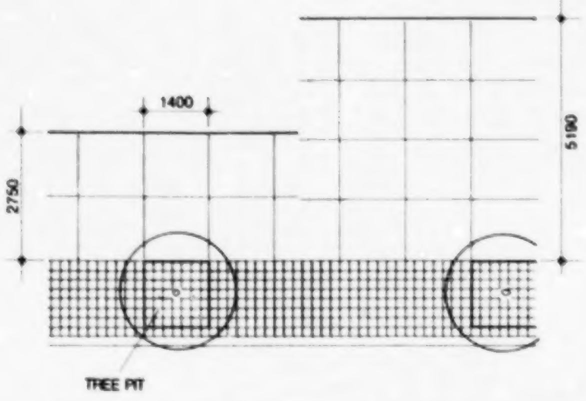
ALL STREETSCAPE DETAILS SUBJECT TO FINAL DESIGN OF ROAD CROSS SECTION



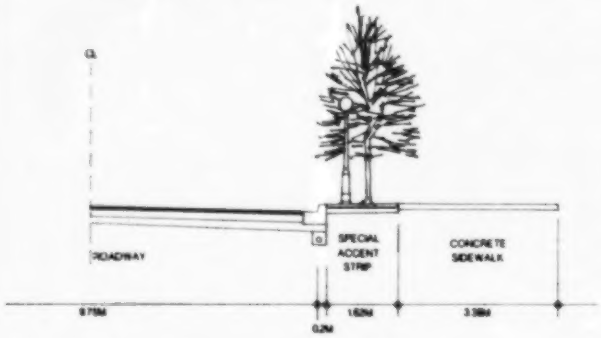
THE ESPLANADE - CROSS SECTION 1:50



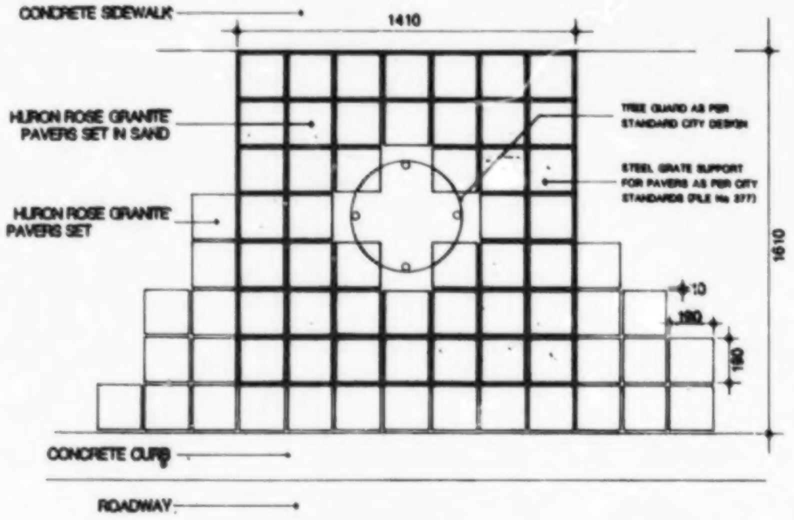
LIGHT STANDARD 1:12



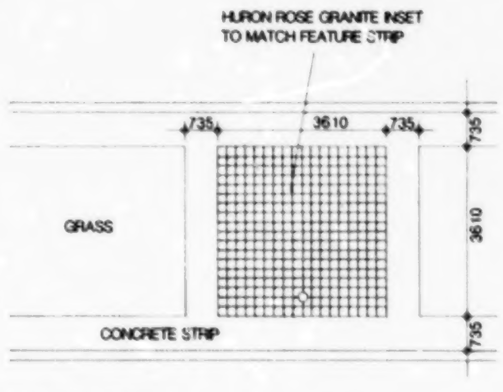
SIDEWALKS - THE ESPLANADE SOUTH SIDE / NORTH SIDE



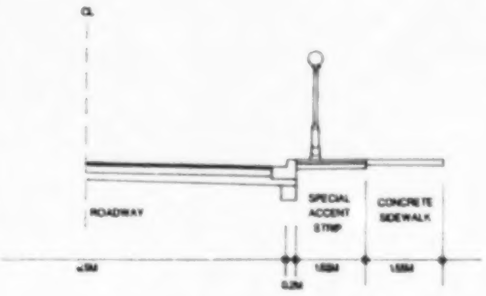
LOCAL STREET 20.11 M R O W - CROSS SECTION 1:50


CONCRETE SIDEWALK
1410
HURON ROSE GRANITE PAVERS SET IN SAND
HURON ROSE GRANITE PAVERS SET
TREE GUARD AS PER STANDARD CITY DESIGN
STEEL GRATE SUPPORT FOR PAVERS AS PER CITY STANDARDS (FILE No 377)
1610
10
190
190
CONCRETE CURB
ROADWAY

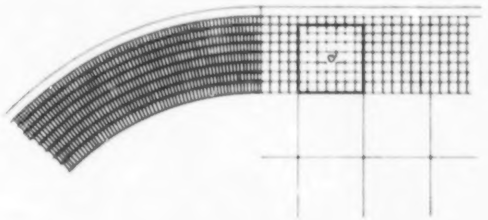
TREE PIT 1:10



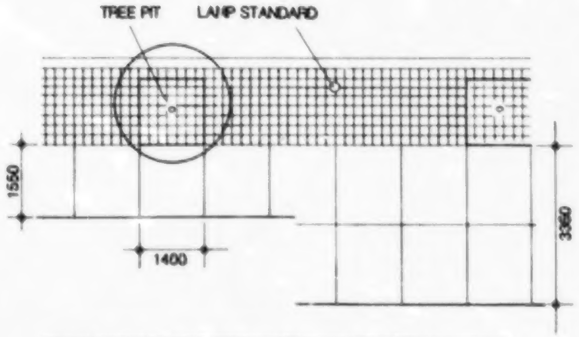
MEDIAN STRIP 1:50



LOCAL STREET 15.24 M R O W - CROSS SECTION 1:50



CORNER PATTERN 1:50



SIDEWALKS - 15.24M R.O.W. / 20.11M R.O.W. 1:50

FORMERLY 3B

general notes

FEBRUARY 4 1986
JANUARY 28th, 1986
January 16 86

no.	date	by	
1	12 / 85	GP	LIGHT STANDARD

revision

IBI
GROUP
BIA
Beinhaker/Irwin Associates
Architects, Engineers, Planners

156 Front St. West 6th floor Toronto Ont.
M5J 2L6 (416) 596-0473

CN Real Estate
Immeubles

project title

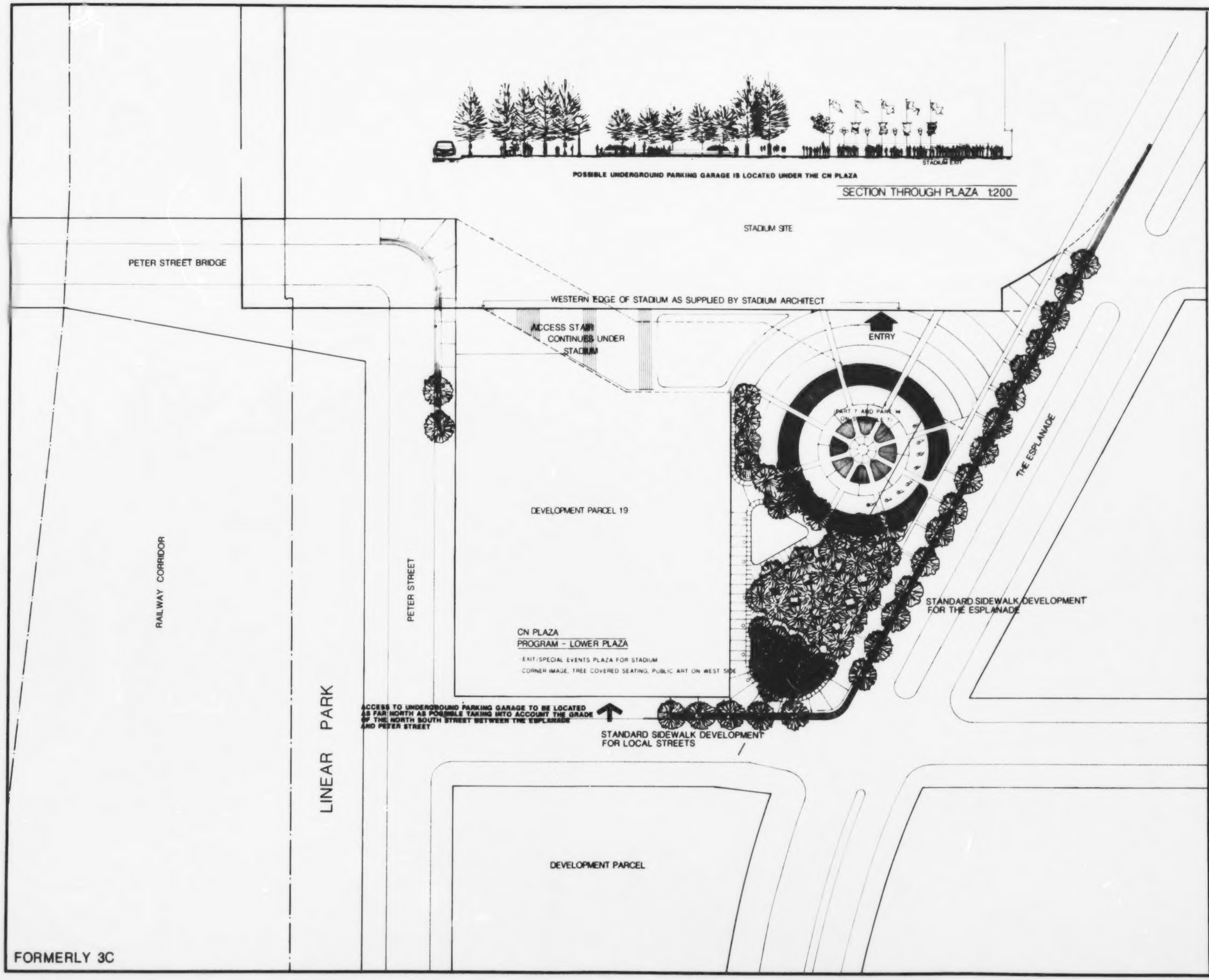
RAILWAY LANDS
STADIUM PRECINCT
'A'

sheet title

STREETSCAPE
DETAILS

scale AS NOTED	date NOVEMBER 1985
drawn GP	checked G P Bork
project no. TO - 2113	sheet no. SCHEDULE G

FEBRUARY 19 1986


POSSIBLE UNDERGROUND PARKING GARAGE IS LOCATED UNDER THE CN PLAZA
STADIUM EXIT
SECTION THROUGH PLAZA 1:200
STADIUM SITE
PETER STREET BRIDGE
WESTERN EDGE OF STADIUM AS SUPPLIED BY STADIUM ARCHITECT
ACCESS STAIR CONTINUES UNDER STADIUM
ENTRY
(PART 7 AND PARK
ON SCHEDULE 7)
THE ESPLANADE
DEVELOPMENT PARCEL 19
RAILWAY CORRIDOR
PETER STREET
STANDARD SIDEWALK DEVELOPMENT FOR THE ESPLANADE
CN PLAZA
PROGRAM - LOWER PLAZA
EXIT/SPECIAL EVENTS PLAZA FOR STADIUM
CORNER IMAGE, TREE COVERED SEATING, PUBLIC ART ON WEST SIDE
ACCESS TO UNDERGROUND PARKING GARAGE TO BE LOCATED AS FAR NORTH AS POSSIBLE TAKING INTO ACCOUNT THE GRADE OF THE NORTH SOUTH STREET BETWEEN THE ESPLANADE AND PETER STREET
STANDARD SIDEWALK DEVELOPMENT FOR LOCAL STREETS
LINEAR PARK
DEVELOPMENT PARCEL
FORMERLY 3C

general notes

THIS IS A CONCEPTUAL PLAN INTENDED TO SHOW THE PROGRAM USES AND TYPE OF DEVELOPMENT APPROPRIATE TO THIS

PUBLICLY ACCESSIBLE OPEN SPACE

SEE REFERENCE PLAN - SCHEDULE 7 - FOR DESCRIPTION OF PUBLICLY ACCESSIBLE OPEN SPACE DESCRIBED AS PART 7

FEBRUARY 4 1986
JANUARY 29th, 1986
January 10 86

no.	date	by	
3	1 · 86		NEW STADIUM
			REVISED PETER STREET
2	1 · 86		
1	12 / 85		REVISE PADS

revisions

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M5J 2L6 (416) 596-0475

CN Real Estate
Immeubles

project title

RAILWAY LANDS

STADIUM PRECINCT

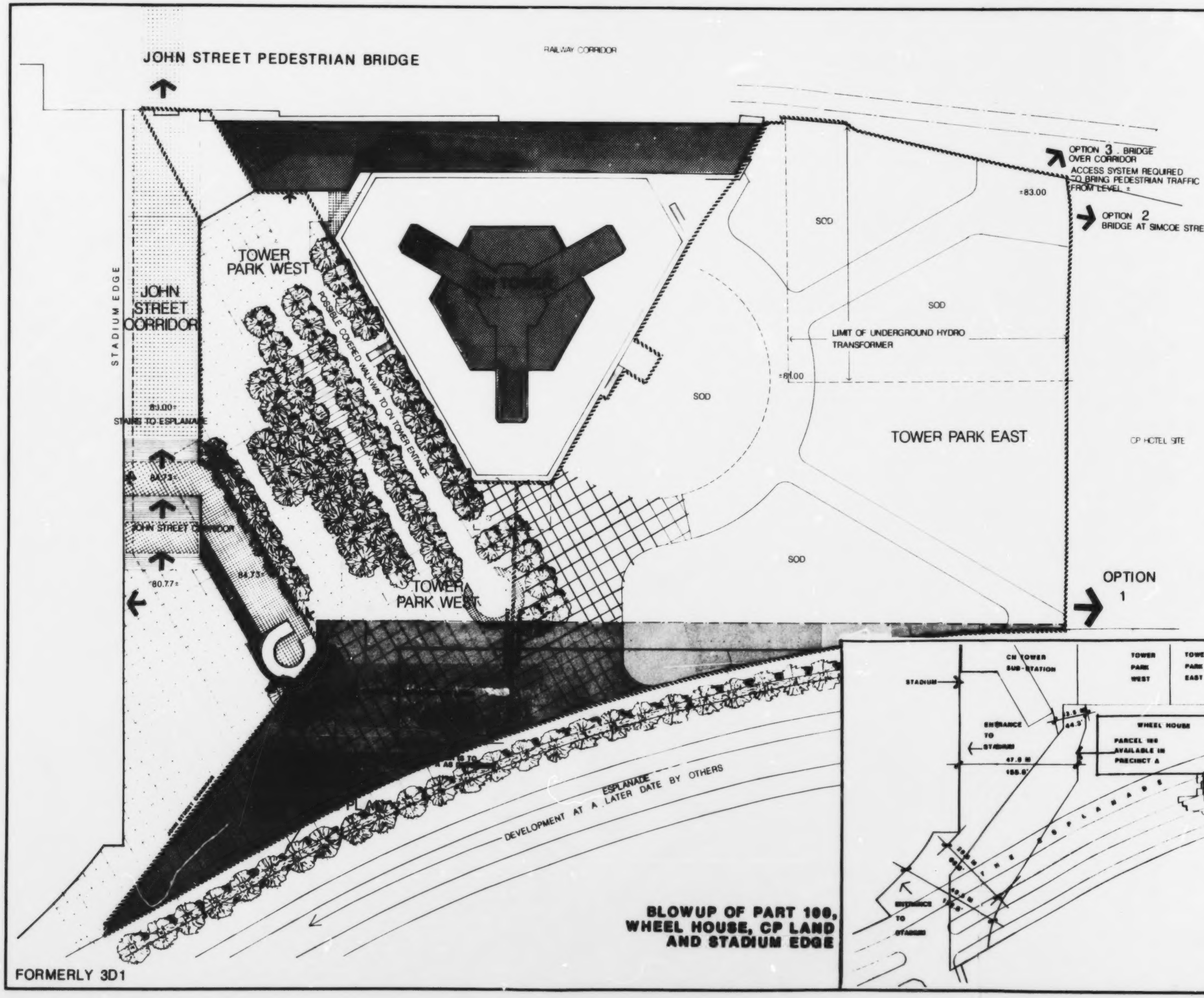
sheet title

CN PLAZA

scale	date
1:300	OCTOBER 1985
drawn GTP	checked G F Bart
project no. 2113	sheet no. SCHEDULE H

[illegible]

FEBRUARY 19 1986



BLOWUP OF PART 100, WHEEL HOUSE, CP LAND AND STADIUM EDGE

FORMERLY 3D1

general notes

THIS IS A CONCEPTUAL PLAN INTENDED TO SHOW PROGRAM AND APPROPRIATE USES FOR:

PUBLICLY ACCESSIBLE OPEN SPACE
JOHN STREET CORRIDOR
CITY PARK
TOWER PARK EAST
TOWER PARK WEST

FEBRUARY 4 1986
JANUARY 20th, 1986
january 10 86

1	1-85		NEW PLAN
no.	date	by	

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CN Real Estate
Immeubles

project title

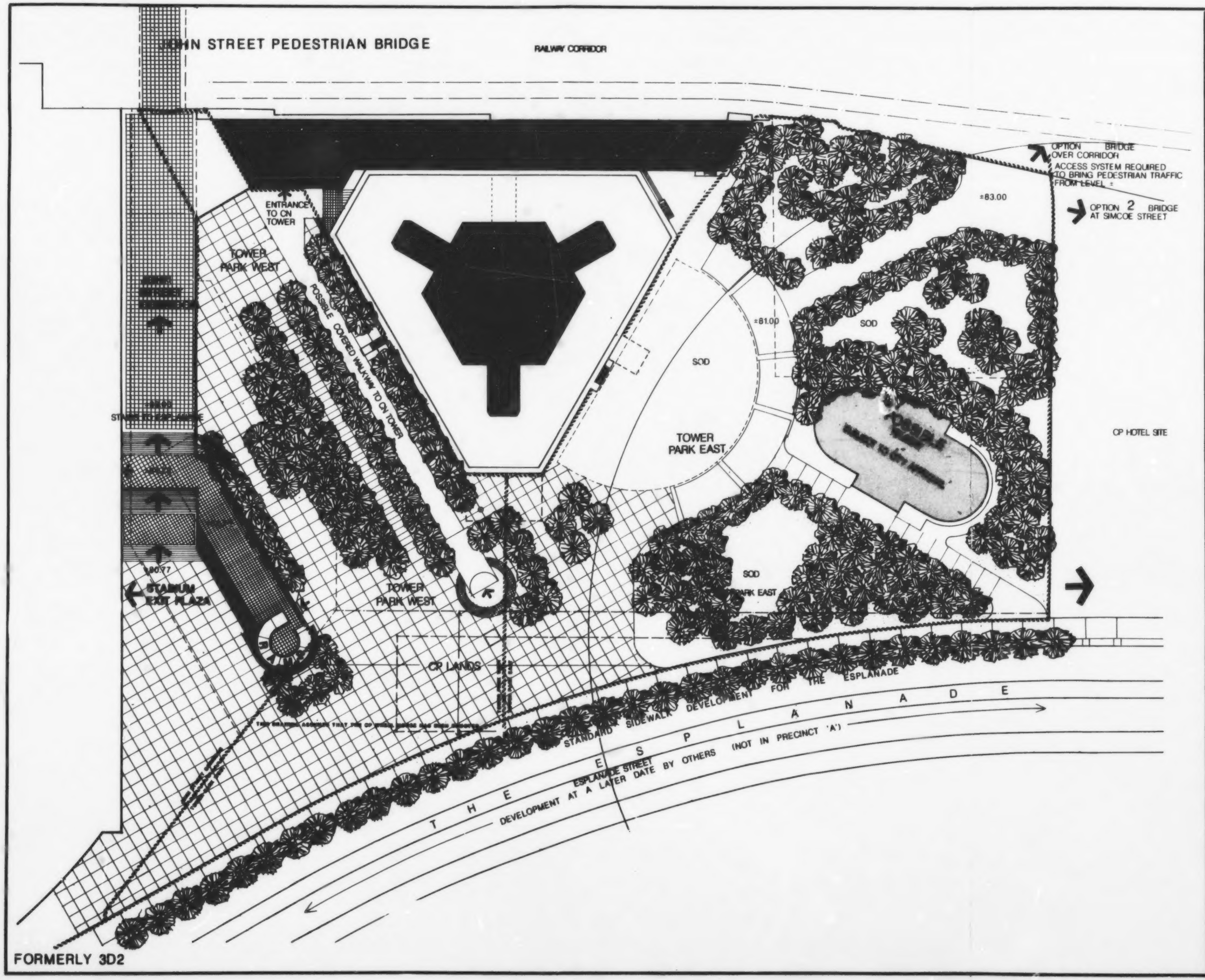
RAILWAY LANDS
STADIUM PRECINCT
'A'

sheet title

JOHN STREET CORRIDOR
TOWER PARK
PARK AVAILABLE AT TIME OF STADIUM OPENING

scale 1:300	date 12 / 85
drawn	checked
project no. TO - 2113	sheet no. SCHEDULE I

FEBRUARY 19 1986


JOHN STREET PEDESTRIAN BRIDGE
RAILWAY CORRIDOR
OPTION BRIDGE OVER CORRIDOR
ACCESS SYSTEM REQUIRED TO BRING PEDESTRIAN TRAFFIC FROM LEVEL
OPTION 2 BRIDGE AT SIMCOE STREET
±83.00
ENTRANCE TO CN TOWER
TOWER PARK WEST
POSSIBLE COVERED WALKWAY TO CN TOWER
±81.00
SOD
TOWER PARK EAST
POSSIBLE
SUBJECT TO CITY APPROVAL
CP HOTEL SITE
STAIRS TO ESPLANADE
±80.77
STADIUM EXIT PLAZA
TOWER PARK WEST
CP LANDS
SOD
PARK EAST
STANDARD SIDEWALK DEVELOPMENT FOR THE ESPLANADE
THE ESPLANADE
ESPLANADE STREET
DEVELOPMENT AT A LATER DATE BY OTHERS (NOT IN PRECINCT 'A')
FORMERLY 3D2

THIS IS A CONCEPTUAL PLAN INTENDED TO SHOW PROGRAM AND APPROPRIATE USES FOR:

PUBLICLY ACCESSIBLE OPEN SPACE

CITY PARK

FEBRUARY 4 1986
JANUARY 24th, 1986
January 16 86

1 86 NEW PLAN

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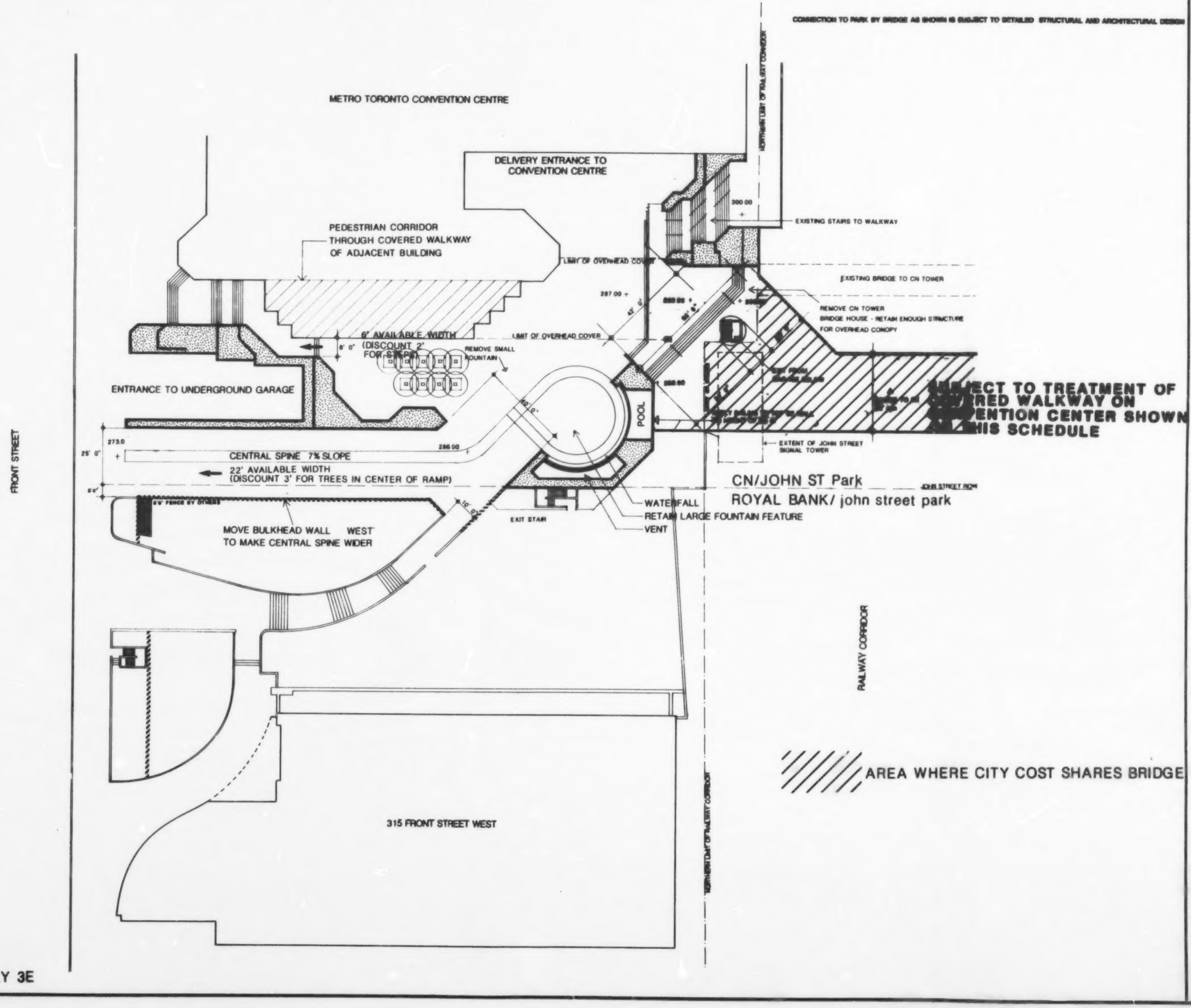
RAILWAY LANDS
STADIUM PRECINCT
'A'

JOHN STREET CORRIDOR
TOWER PARK
ULTIMATE DEVELOPMENT
SCHEDULE 3D2 TO PRECINCT 'A' AGREEMENT

scale 1:300
date 12 / 85
checked G F Bech
project no. TO - 2113
sheet no. SCHEDULE J

FEBRUARY 19 1986


CONNECTION TO PARK BY BRIDGE AS SHOWN IS SUBJECT TO DETAILED STRUCTURAL AND ARCHITECTURAL DESIGN
METRO TORONTO CONVENTION CENTRE
DELIVERY ENTRANCE TO CONVENTION CENTRE
NORTHERN LIMIT OF RAILWAY CORRIDOR
300.00
EXISTING STAIRS TO WALKWAY
PEDESTRIAN CORRIDOR THROUGH COVERED WALKWAY OF ADJACENT BUILDING
LIMIT OF OVERHEAD COVER
EXISTING BRIDGE TO CN TOWER
287.00
REMOVE CN TOWER BRIDGE HOUSE - RETAIN ENOUGH STRUCTURE FOR OVERHEAD CONOPY
6' AVAILABLE WIDTH (DISCOUNT 2' FOR STEPS)
8' 0"
LIMIT OF OVERHEAD COVER
REMOVE SMALL FOUNTAIN
ENTRANCE TO UNDERGROUND GARAGE
SUBJECT TO TREATMENT OF COVERED WALKWAY ON CONVENTION CENTER SHOWN ON THIS SCHEDULE
POOL
40' 0"
EXTENT OF JOHN STREET SIGNAL TOWER
273.0
286.00
25' 0"
CENTRAL SPINE 7% SLOPE
22' AVAILABLE WIDTH (DISCOUNT 3' FOR TREES IN CENTER OF RAMP)
FRONT STREET
CN/JOHN ST Park
JOHN STREET ROW
ROYAL BANK/ john street park
6'6" FENCE BY OTHERS
10' 0"
EXIT STAIR
WATERFALL
RETAIN LARGE FOUNTAIN FEATURE
VENT
MOVE BULKHEAD WALL WEST TO MAKE CENTRAL SPINE WIDER
RAILWAY CORRIDOR
AREA WHERE CITY COST SHARES BRIDGE
315 FRONT STREET WEST
NORTHERN LIMIT OF RAILWAY CORRIDOR

FORMERLY 3E

general notes

THIS IS A CONCEPTUAL PLAN INTENDED TO SHOW THE CHANGES WITHIN THE CONTEXT OF THE CITY REQUIREMENTS FOR

CITY PARK

☐ REPRESENTS PEDESTRIAN BRIDGE AND LANDING AREA OVER THE RAIL CORRIDOR

▨ REPRESENTS LANDSCAPED AREAS

FEBRUARY 4 1986
JANUARY 29th, 1986
january 10 86

2	1-86		BRIDGE
⚠	DEC 85		35 WIDTH
no.	date	by	

revisions

IBI GROUP

BIA
Beinhaker/Irwin Associates
Architects, Engineers, Planners

CN Real Estate Immeubles

project title

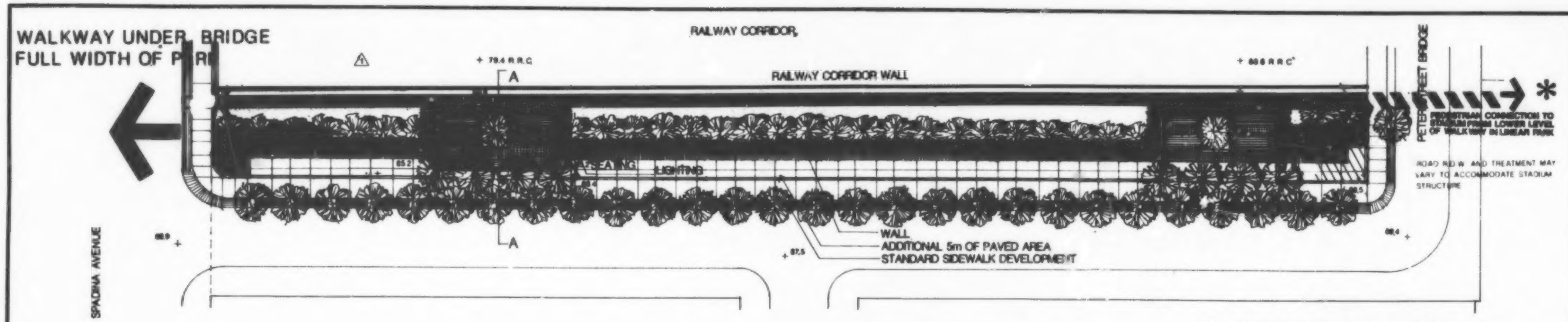
RAILWAY LANDS
STADIUM PRECINCT
A

sheet title

JOHN STREET PARK
REVISIONS

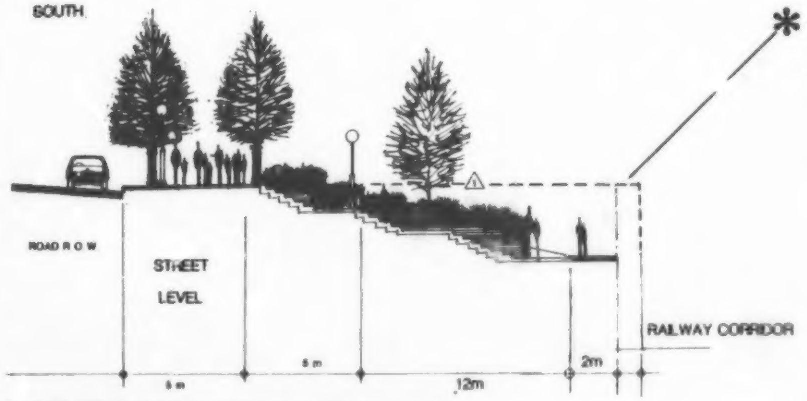
scale 1/16" - 1' 0"	date OCTOBER 1985
drawn GP	checked G.P.
project no. TO - 2113	sheet no. SCHEDULE K

FEBRUARY 19 1986

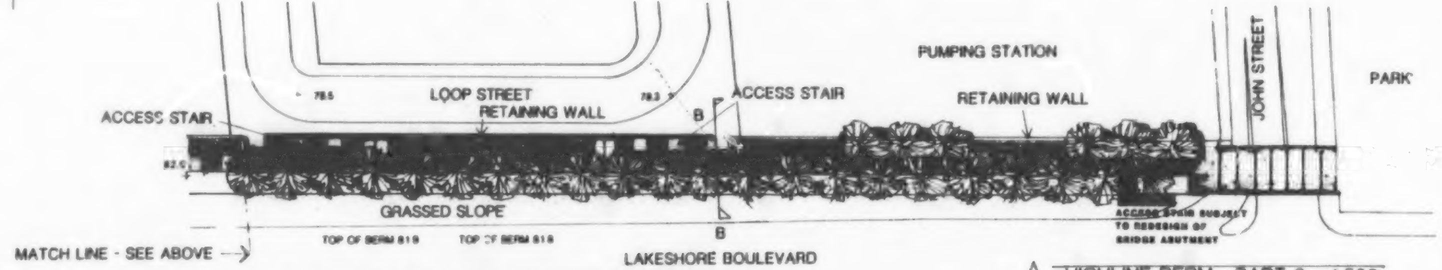

WALKWAY UNDER BRIDGE
FULL WIDTH OF PARK
RAILWAY CORRIDOR
+ 79.4 R.R.C
+ 80.6 R.R.C
A
RAILWAY CORRIDOR WALL
PETER STREET BRIDGE
*
PEDESTRIAN CONNECTION TO STADIUM FROM LOWER LEVEL OF WALKWAY IN LINEAR PARK
ROAD R.O.W. AND TREATMENT MAY VARY TO ACCOMMODATE STADIUM STRUCTURE
SEATING
LIGHTING
SPADINA AVENUE
WALL
ADDITIONAL 5m OF PAVED AREA
STANDARD SIDEWALK DEVELOPMENT
87.5
A

△ LINEAR PARK EAST OF SPADINA 1 : 300
OPTION ONE – CONNECTION TO STADIUM

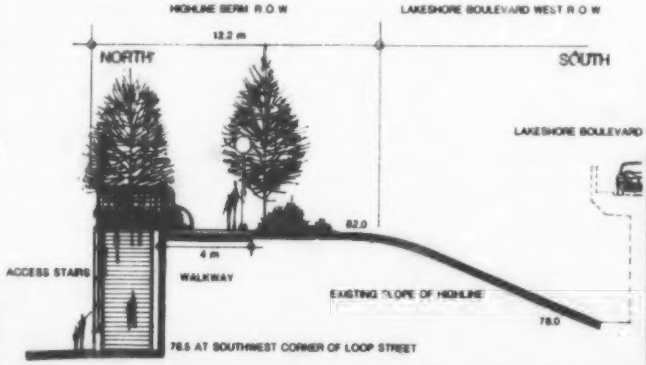
* IF CONNECTION UNDER BRIDGE IS NOT MADE
THE LINEAR PARK IS TO BE BUILT LEVEL TO
PETER STREET BETWEEN STREET LINE AND RAIL CORRIDOR



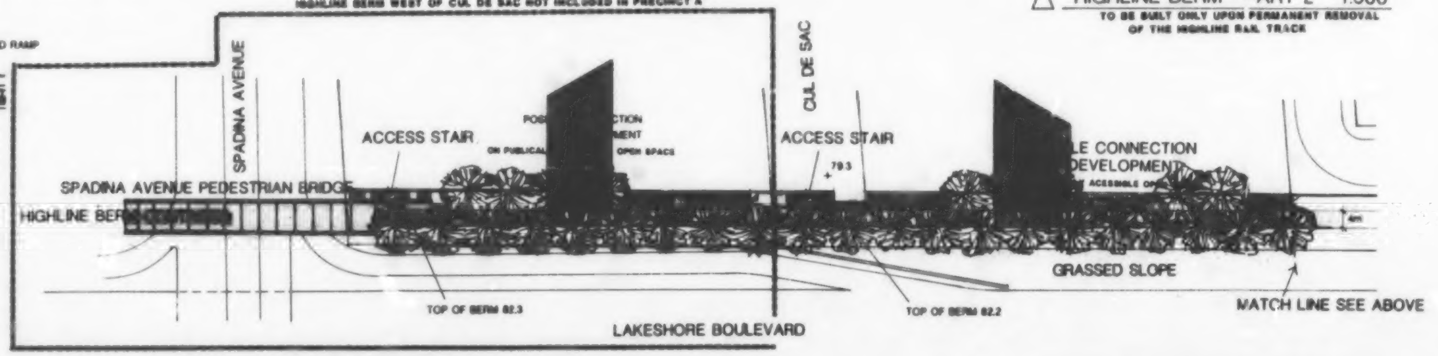
TYPICAL SECTION THROUGH LINEAR PARK 1:100
AA



△ HIGHLINE BERM – PART 2 1:500
TO BE BUILT ONLY UPON PERMANENT REMOVAL OF THE HIGHLINE RAIL TRACK


HIGHLINE BERM R.O.W
LAKESHORE BOULEVARD WEST R.O.W
12.2 m
NORTH
SOUTH
ACCESS STAIRS
4 m
WALKWAY
82.0
EXISTING SLOPE OF HIGHLINE
78.0
76.5 AT SOUTHWEST CORNER OF LOOP STREET

TYPICAL SECTION THROUGH HIGHLINE BERM LINEAR PARK 1:100
BB


HIGHLINE BERM WEST OF CUL DE SAC NOT INCLUDED IN PRECINCT 'A'
LAKESHORE BOULEVARD RAMP
SPADINA AVENUE
CUL DE SAC
ACCESS STAIR
POSSIBLE CONNECTION ON PUBLICALLY ACCESSIBLE OPEN SPACE
ACCESS STAIR
79.5
POSSIBLE CONNECTION DEVELOPMENT ACCESSIBLE OPEN SPACE
SPADINA AVENUE PEDESTRIAN BRIDGE
HIGHLINE BERM
4m
GRASSED SLOPE
TOP OF BERM 82.3
TOP OF BERM 82.2
MATCH LINE SEE ABOVE
LAKESHORE BOULEVARD

△ HIGHLINE BERM – PART 1 1 : 500
TO BE BUILT ONLY UPON PERMANENT REMOVAL OF THE HIGHLINE RAIL TRACK

PROGRAM – HIGH LINE BERM

- 4m WIDE WALK LANDSCAPED WITH TREES AND SHRUBS
- LIGHTING TO PROVIDE SECURITY
- ACCESS STAIR AT LOOP STREET , CUL DE SAC, JOHN AND SPADINA
- BERM RETAINED BY ADJACENT DEVELOPMENT

FORMERLY 3F1

general notes

THIS IS A CONCEPTUAL PLAN
INTENDED TO SHOW USES AND
DEVELOPMENT APPROPRIATE TO

LINEAR CITY PARK

FEBRUARY 4 1986
JANUARY 29th, 1986
January 16 86

4	DEC 1985	IK	CHANGE R.O.W
3	120685	JF D	STADIUM CONNECTION
	11/2685	JP	ADD PARK ACCESS
△	111185	gld	[illegible]

IBI
GROUP
BIA
Beinhaker/Irwin Associates
Architects, Engineers, Planners

130 Front St. West 5th floor Toronto Ont.
M5J 2L6 (416) 596-0473

consultants

CN Real Estate
Immeubles

project title

RAILWAY LANDS
STADIUM PRECINCT
'A'

sheet title

LINEAR PARK AND
HIGHLINE BERM

scale AS NOTED	date OCTOBER 1985
drawn	checked B F
project no. TO - 2113	sheet no. SCHEDULE L

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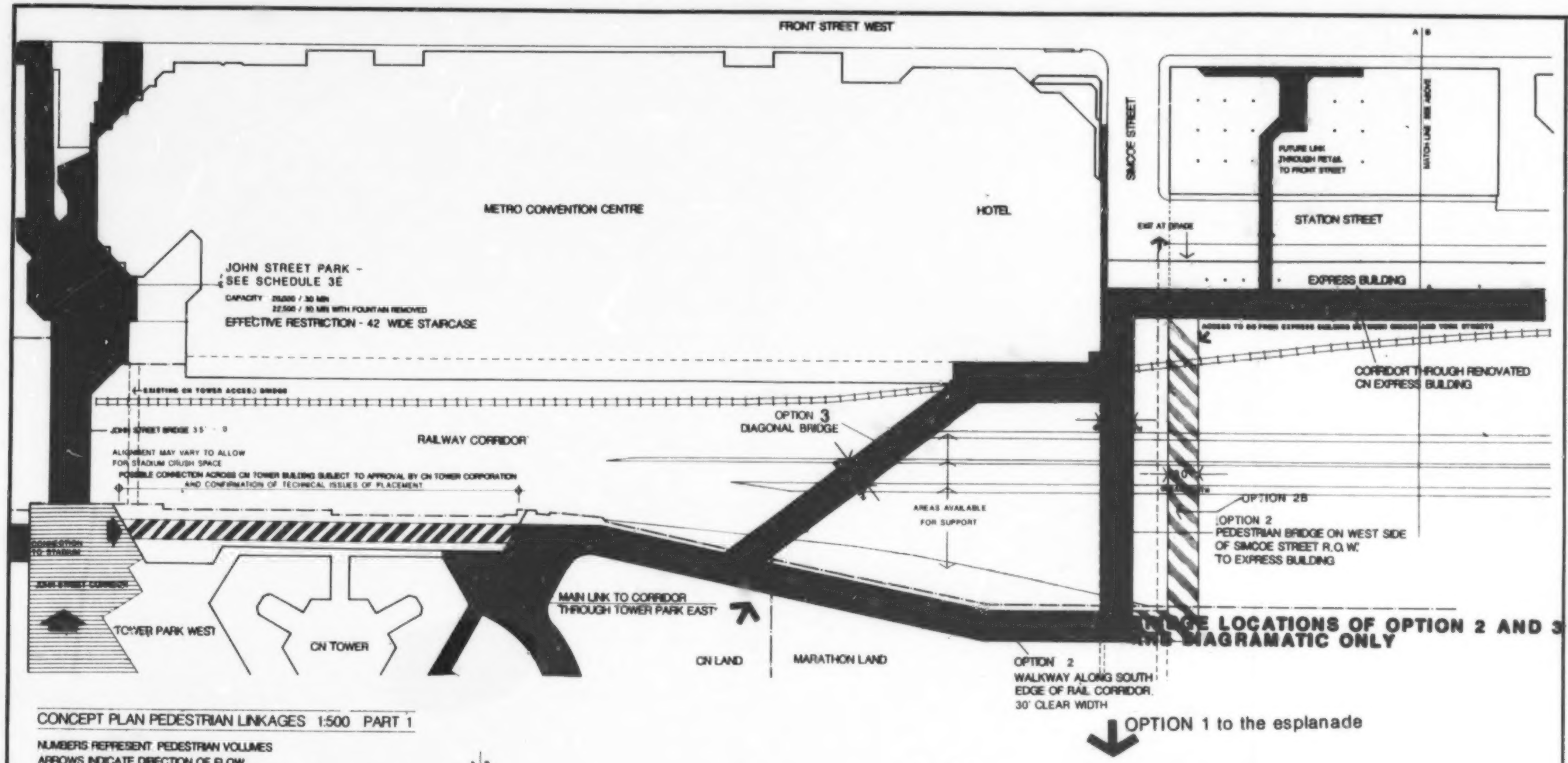
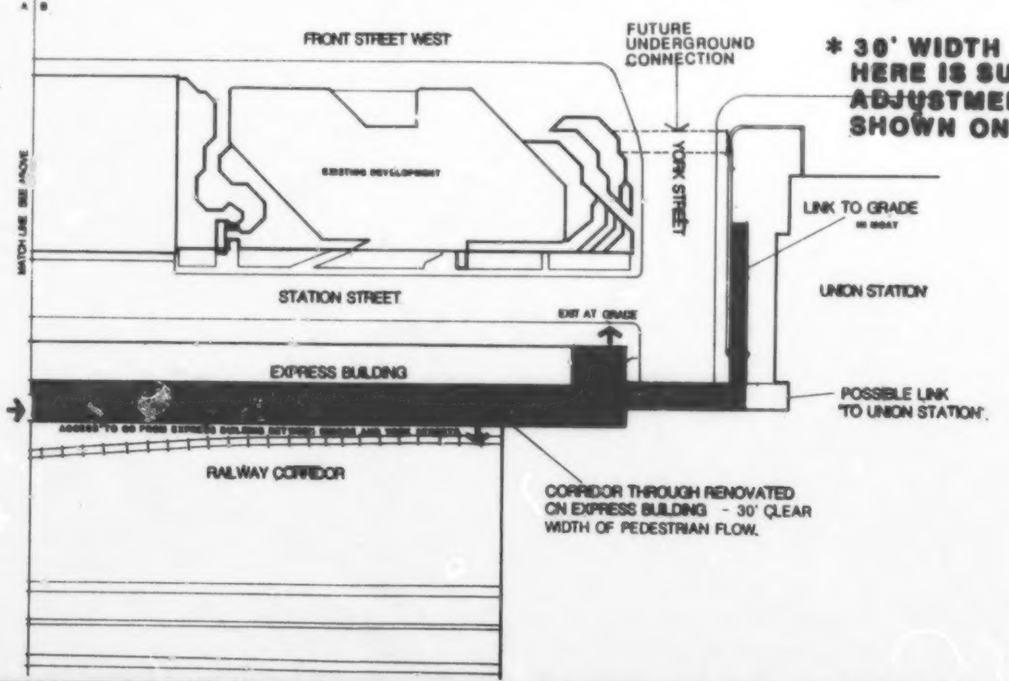
Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and the architects shall be informed of any variations from the dimensions and conditions shown on the drawing. Shop drawings shall be submitted to the architects for approval before proceeding with fabrication.

FEBRUARY 19 1986


FRONT STREET WEST
A | B
METRO CONVENTION CENTRE
HOTEL
SIMCOE STREET
FUTURE LINK THROUGH RETAIL TO FRONT STREET
MATCH LINE SEE ABOVE
STATION STREET
EXIT AT GRADE
EXPRESS BUILDING
ACCESS TO GO FROM EXPRESS BUILDING BETWEEN SIMCOE AND YORK STREETS
CORRIDOR THROUGH RENOVATED CN EXPRESS BUILDING
JOHN STREET PARK - SEE SCHEDULE 3E
CAPACITY 20,000 / 30 MIN
22,500 / 30 MIN WITH FOUNTAIN REMOVED
EFFECTIVE RESTRICTION - 42 WIDE STAIRCASE
EXISTING CN TOWER ACCESS BRIDGE
JOHN STREET BRIDGE 35' - 0
ALIGNMENT MAY VARY TO ALLOW FOR STADIUM CRUSH SPACE
POSSIBLE CONNECTION ACROSS CN TOWER BUILDING SUBJECT TO APPROVAL BY CN TOWER CORPORATION AND CONFIRMATION OF TECHNICAL ISSUES OF PLACEMENT
RAILWAY CORRIDOR
OPTION 3 DIAGONAL BRIDGE
AREAS AVAILABLE FOR SUPPORT
OPTION 2B
OPTION 2 PEDESTRIAN BRIDGE ON WEST SIDE OF SIMCOE STREET R.O.W. TO EXPRESS BUILDING
CONNECTION TO STADIUM
JOHN STREET CORRIDOR
TOWER PARK WEST
CN TOWER
MAIN LINK TO CORRIDOR THROUGH TOWER PARK EAST
CN LAND
MARATHON LAND
BRIDGE LOCATIONS OF OPTION 2 AND 3 ARE DIAGRAMATIC ONLY
OPTION 2 WALKWAY ALONG SOUTH EDGE OF RAIL CORRIDOR. 30' CLEAR WIDTH
OPTION 1 to the esplanade

CONCEPT PLAN PEDESTRIAN LINKAGES 1:500 PART 1

NUMBERS REPRESENT PEDESTRIAN VOLUMES
ARROWS INDICATE DIRECTION OF FLOW
WIDTH OF BRIDGE (30') TO BE REVIEWED PRIOR TO INSTALLATION.


A | B
FRONT STREET WEST
FUTURE UNDERGROUND CONNECTION
MATCH LINE SEE ABOVE
EXISTING DEVELOPMENT
YORK STREET
LINK TO GRADE IN MOAT
UNION STATION
STATION STREET
EXIT AT GRADE
EXPRESS BUILDING
ACCESS TO GO FROM EXPRESS BUILDING BETWEEN SIMCOE AND YORK STREETS
POSSIBLE LINK TO UNION STATION.
RAILWAY CORRIDOR
CORRIDOR THROUGH RENOVATED CN EXPRESS BUILDING - 30' CLEAR WIDTH OF PEDESTRIAN FLOW.

*** 30' WIDTH OF PEDESTRIAN SYSTEM SHOWN HERE IS SUBJECT TO RESOLUTION OF ADJUSTMENTS TO JOHN STREET PARK SHOWN ON SCHEDULE K**

CONCEPT PLAN PEDESTRIAN LINKAGES 1:500 PART 2

FORMERLY 3G

general notes

THIS CONCEPTUAL PLAN IS INTENDED TO SHOW THE THREE OPTIONS FOR PEDESTRIAN ROUTES SOUTH OF FRONT STREET EAST TO UNION STATION

OPTIONS ONE AND TWO ARE SHOWN. OPTION THREE IS A CORRIDOR ALONG THE PROPOSED ESPLANADE TO YORK STREET

FEBRUARY 4 1986
JANUARY 30 86
january 10 86

no.	date	by	revision
4	10 12 85	IK	WALKWAY AT HOTEL
3	DEC 85	IK	BRIDGE 35'
2	DEC 85	GP	OPTION TWO
1	NOV 85	GO	30' WIDTH

IBI GROUP

BIA
Beinhaker/Irwin Associates
Architects, Engineers, Planners

CN Real Estate Immeubles

project title
RAILWAY LANDS
STADIUM PRECINCT
'A'

sheet title
PEDESTRIAN MOVEMENT SYSTEMS
OPTION ONE OPTION TWO, OPTION THREE

scale 1 : 500	date NOVEMBER '85
drawn JS	checked G P Gosh
project no. TO - 2113	sheet no. SCHEDULE M

FEBRUARY 19 1986

C.N. REAL ESTATE
RAILWAY LANDS

PARKS AND INFRASTRUCTURE SCHEDULE

```
|-----------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|
|                             |                      1986                      |                      1987                      |                      1988                      |
|ACTIVITY                     |JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC |JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC |JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC |
|-----------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|
|                             |                                                |                                                |                                                |
|-----------------------------|                                                |                                                |                                                |
|CONSTRUCTION OF              |                                                |                                                |                                                |
|JOHN ST.PUMP. STATION        |        ########################################|################                                |                                                |
|-----------------------------|                                                |                                                |                                                |
|                             |                                                |                                                |                                                |
| #P.H.Structure              |        ########################################|                                                |                                                |
|                             |                                                |                                                |                                                |
| #Island supply connection   |                            ############        |                                                |                                                |
|                             |                                                |                                                |                                                |
| #Harvis supply connection   |                        ############            |                                                |                                                |
|                             |                                                |                                                |                                                |
| #Equipment relocation       |                                                |################                                |                                                |
|                             |                                                |                                                |                                                |
| #Discharge connection       |                                                |################                                |                                                |
|                             |                                                |                                                |                                                |
| #Freight highline relocation|            ########################            |                                                |                                                |
|                             |                                                |                                                |                                                |
|                             |                                                |                                                |                                                |
|-----------------------------|                                                |                                                |                                                |
|STADIUM CONSTRUCTION         |            ####################################|################################################|########################################        |
|-----------------------------|                                                |                                                |                                                |
|                             |                                                |                                                |                                                |
| #Excavation phase 1         |                ################                |                                                |                                                |
|                             |                                                |                                                |                                                |
| #Excavation phase 2         |                            ########            |                                                |                                                |
|                             |                                                |                                                |                                                |
| #Excavation phase 3         |                                                |    ########                                    |                                                |
|                             |                                                |                                                |                                                |
| #Concrete work              |                ################################|################################################|########################################        |
|                             |                                                |                                                |                                                |
| #Services relocation        |            ########################            |                                                |                                                |
|                             |                                                |                                                |                                                |
|                             |                                                |                                                |                                                |
|-----------------------------|                                                |                                                |                                                |
|CONSULTANTS INFO PAK         |############                                    |                                                |                                                |
|-----------------------------|                                                |                                                |                                                |
|                             |                                                |                                                |                                                |
| #Sub-consultants information|############                                    |                                                |                                                |
|                             |                                                |                                                |                                                |
```

CONTINUED ON N2

SCHEDULE N1

CN Real Estate
Immeubles

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Architects, Engineers, Planners

FEBRUARY 19 1986

C.N. REAL ESTATE
RAILWAY LANDS

PARKS AND INFRASTRUCTURE SCHEDULE

```
                            |                      1986                      |                      1987                      |                      1988                      |
ACTIVITY                    |JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC |JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC |JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC |

DESIGN & DRAFT              |################################################|####################

Overall                     |############

#Roads                      |####
#Site grading               |############
#U/G services               |####


Detail road geometry        |        ########

#Peter Street               |        ####
#Unnamed Cul-de-Sac         |        ####
#Unnamed Loop Street        |        ####
#John Street                |        ####
#The Esplanade              |            ####
#Spadina Avenue             |            ####


Detail major municipal      |            ########

#John Street Outfall        |            ########
#Sanitary Pumping Station   |            ########


Detail minor municipal      |        ############

#Underground Services       |        ########
#Lighting                   |                ####
#Landscaping                |                ####


Detail structures           |            ####################

#Mod. to John St. Bridge    |                ########
#John St. Ped. Bridge       |            ########
#Peter Street Bridge        |            ############
#Spadina Ave. Bridge        |                ################
#Retaining wall             |                ####
```

CONTINUED ON N3

SCHEDULE N2

CN Real Estate Immeubles

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Architects, Engineers, Planners

FEBRUARY 19 1986

C.N. REAL ESTATE
RAILWAY LANDS

PARKS AND INFRASTRUCTURE SCHEDULE

```
|------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|
|                              |                    1986                        |                    1987                        |                    1988                        |
|ACTIVITY                      |JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC |JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC |JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC |
|------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|
| Minor Municipal              |                                                |                                                |                                                |
| (Underground Services)       |                        ####################    |                                                |                                                |
| ----------------------       |                                                |                                                |                                                |
|                              |                                                |                                                |                                                |
| #Peter Street                |                        ########                |                                                |                                                |
|                              |                                                |                                                |                                                |
|  Unnamed Cul-de-Sac          |Built as required                               |                                                |                                                |
|                              |                                                |                                                |                                                |
| #The Esplanade               |                                ########        |                                                |                                                |
|                              |                                                |                                                |                                                |
| &John Street                 |                                    ########    |                                                |                                                |
|                              |                                                |                                                |                                                |
| #Unnamed Loop Road           |                                    ########    |                                                |                                                |
|                              |                                                |                                                |                                                |
|                              |                                                |                                                |                                                |
| Roadworks                    |                    ############################|####        ################                    |                                                |
| ---------                    |                                                |                                                |                                                |
|                              |                                                |                                                |                                                |
| #Peter Street                |                                            ####|####        ####                                |                                                |
|                              |                                                |                                                |                                                |
|  Unnamed Cul-de-Sac          |Built as required                               |                                                |                                                |
|                              |                                                |                                                |                                                |
| #The Esplanade               |                                                |                    ########                    |                                                |
|                              |                                                |                                                |                                                |
| &John Street                 |                                    ########    |                ####                            |                                                |
|                              |                                                |                                                |                                                |
| #Unnamed Loop Road           |                                                |                    ####                        |                                                |
|                              |                                                |                                                |                                                |
|  Spadina Ave                 |                                                |                                                |                                                |
|                              |                                                |                                                |                                                |
|  -Peter to Lakeshore         |                                                |                                                |                                                |
| & (4 lanes)                  |                    ########################    |                                                |                                                |
|                              |                                                |                                                |                                                |
|  -Connect Spadina            |                                                |                                                |                                                |
|   with Esplanade (1989)      |                                                |                                                |                                                |
|                              |                                                |                                                |                                                |
|  -Esplanade to Lakeshore     |                                                |                                                |                                                |
| (6 lanes) 1989               |                                                |                                                |                                                |
|                              |                                                |                                                |                                                |
|  -Improvements Spadina/Lakesh|                                                |                                                |                                                |
|   ramps (1989)               |                                                |                                                |                                                |
|                              |                                                |                                                |                                                |
|                              |                                                |                                                |                                                |
| Lighting & landscaping       |                                                |                                                |            ####    ################            |
| ----------------------       |                                                |                                                |                                                |
|                              |                                                |                                                |                                                |
| #Peter Street                |                                                |                                                |            ####                                |
|                              |                                                |                                                |                                                |
|  Unnamed Cul-de-Sac          |Built as required                               |                                                |                                                |
|                              |                                                |                                                |                                                |
| #Unnamed Loop Road           |                                                |                                                |                    ####                        |
|                              |                                                |                                                |                                                |
| &John Street                 |                                                |                                                |                        ####                    |
|                              |                                                |                                                |                                                |
| #The Esplanade               |                                                |                                                |                            ####                |
|                              |                                                |                                                |                                                |
| #Spadina Ave                 |                                                |                                                |                                ####            |
|                              |                                                |                                                |                                                |
```

CONTINUED ON N4

SCHEDULE N3

CN Real Estate
Immeubles

IBI
GROUP
BIA
Beinhaker/Irwin Associates
Architects, Engineers, Planners

FEBRUARY 19 1986

C.N. REAL ESTATE
RAILWAY LANDS -

PARKS AND INFRASTRUCTURE SCHEDULE

```
--------------------------------------------------------------------------------------------------------------------------------------------------------
|                             |                   1986                         |                   1987                         |                   1988                         |
|ACTIVITY                     |JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC |JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC |JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC |
--------------------------------------------------------------------------------------------------------------------------------------------------------
| Parks                       |                ################################|####################                            |                                                |
| -----                       |                                                |                                                |                                                |
|                             |                                                |                                                |                                                |
| #C.N.Plaza                  |                                    ############|################                                |                                                |
| #Tower park east            |                ################################|################                                |                                                |
| #Tower park west            |                ################################|################                                |                                                |
|  John street corridor       |Subject to stadium                              |                                                |                                                |
| #Linear park                |                ################################|############                                    |                                                |
|  John street park           |                                                |                                                |                                                |
| #revisions                  |                ################################|####################                            |                                                |
|  Highline berm park         |Subject to removal of highline                  |                                                |                                                |
|                             |                                                |                                                |                                                |
|-----------------------------|                                                |                                                |                                                |
|APPROVALS                    |     ###########################################|########                                        |                                                |
|-----------------------------|                                                |                                                |                                                |
|                             |                                                |                                                |                                                |
| #Client                     |     ######################################     |                                                |                                                |
| #Stadium                    |     ######################################     |                                                |                                                |
| #Public works               |     ######################################     |                                                |                                                |
| #Metro Works                |     ######################################     |                                                |                                                |
| #GO,VIA,TTR,CNR             |     ######################################     |                                                |                                                |
| #CPR,TTC,CTC                |     ######################################     |                                                |                                                |
| #Utilities                  |     ######################################     |                                                |                                                |
| #Parks                      |                ################################|########                                        |                                                |
|                             |                                                |                                                |                                                |
|-----------------------------|                                                |                                                |                                                |
|TENDER , CONSTRUCTION        |                                                |                                                |                                                |
|& CONSTRUCTION MANAGEMENT    |            ####################################|################################################|#######################################         |
|-----------------------------|                                                |                                                |                                                |
|                             |                                                |                                                |                                                |
| Site works                  |            ####################################|############                                    |                                                |
| ----------                  |                                                |                                                |                                                |
| #Site clearance             |            ############                        |                                                |                                                |
| #Site grading               |            ####################################|############                                    |                                                |
|                             |                                                |                                                |                                                |
|                             |                                                |                                                |                                                |
| Major Municipal             |                ################################|################################################|#######################                         |
| ---------------             |                                                |                                                |                                                |
| #John St. Outfall           |                ################################|################################################|###############                                 |
| #Sanitary P.S.              |                                                |                                                |#######################                         |
|                             |                                                |                                                |                                                |
```

CONTINUED ON N5

SCHEDULE N4

CN Real Estate Immeubles

IBI GROUP
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Architects, Engineers, Planners

FEBRUARY 19 1986

C.N. REAL ESTATE
RAILWAY LANDS

PARKS AND INFRASTRUCTURE SCHEDULE

```
                                                    1986                                            1987                                            1988
ACTIVITY                        |JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC |JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC |JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC |

Structures                      |                    ############################|            ####################################|########################################        |
----------
#Retaining wall                 |                    ########                    |                                                |                                                |
#Ped. to John St. Bridge        |                    ####################        |                                                |                                                |
#John St. Ped. Bridge           |                            ####################|                                                |                                                |
#Peter Street Bridge            |                                                |                    ############################|####################                            |

 Spadina Ave. Bridge
 -Peter St to Front St
# (East half)                   |                                                |            ############################        |                                                |
 -Reconstruct existing bridge
# (West half)                   |                                                |                                                |            ############################        |

Parks                           |                    ############################|################################################|########################################        |
-----
#C.N.Plaza                      |                                                |                ################################|########################################        |
#Tower park east                |                        ########################|################################################|########################################        |
#Tower park west                |                    ############################|################################################|########################################        |
 John street corridor           |Subject to stadium
#Linear park                    |                                                |            ################################    |                                                |
 John street park
#revisions                      |                                                |                    ############################|########################################        |
 Highline berm park             |Subject to removal of highline

COORDINATION                    |    ############################################|################################################|########################################        |

#Design & draft                 |    ############                                |                                                |                                                |
 Tender/construction
#& construction management      |                ################################|################################################|########################################        |
```

SCHEDULE N5

CN Real Estate Immeubles

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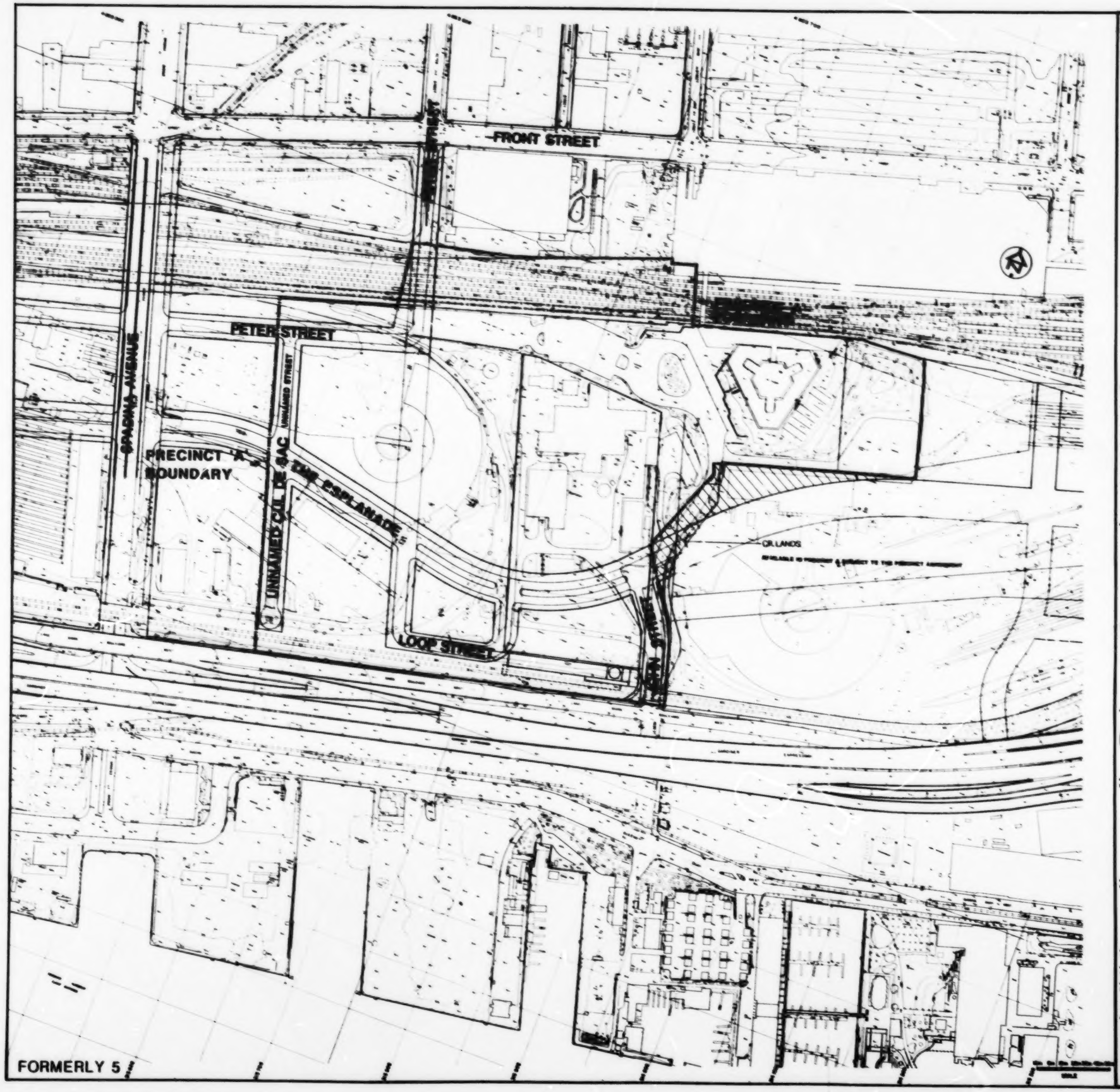
Architects, Engineers, Planners

FEBRUARY 19 1986



FORMERLY 5

THIS DRAWING SHOWS
THE LOCATION OF THE
STREETS IN PRECINCT A

1	19 12 85		REVISE PRECINCT BOUNDARY

IBI
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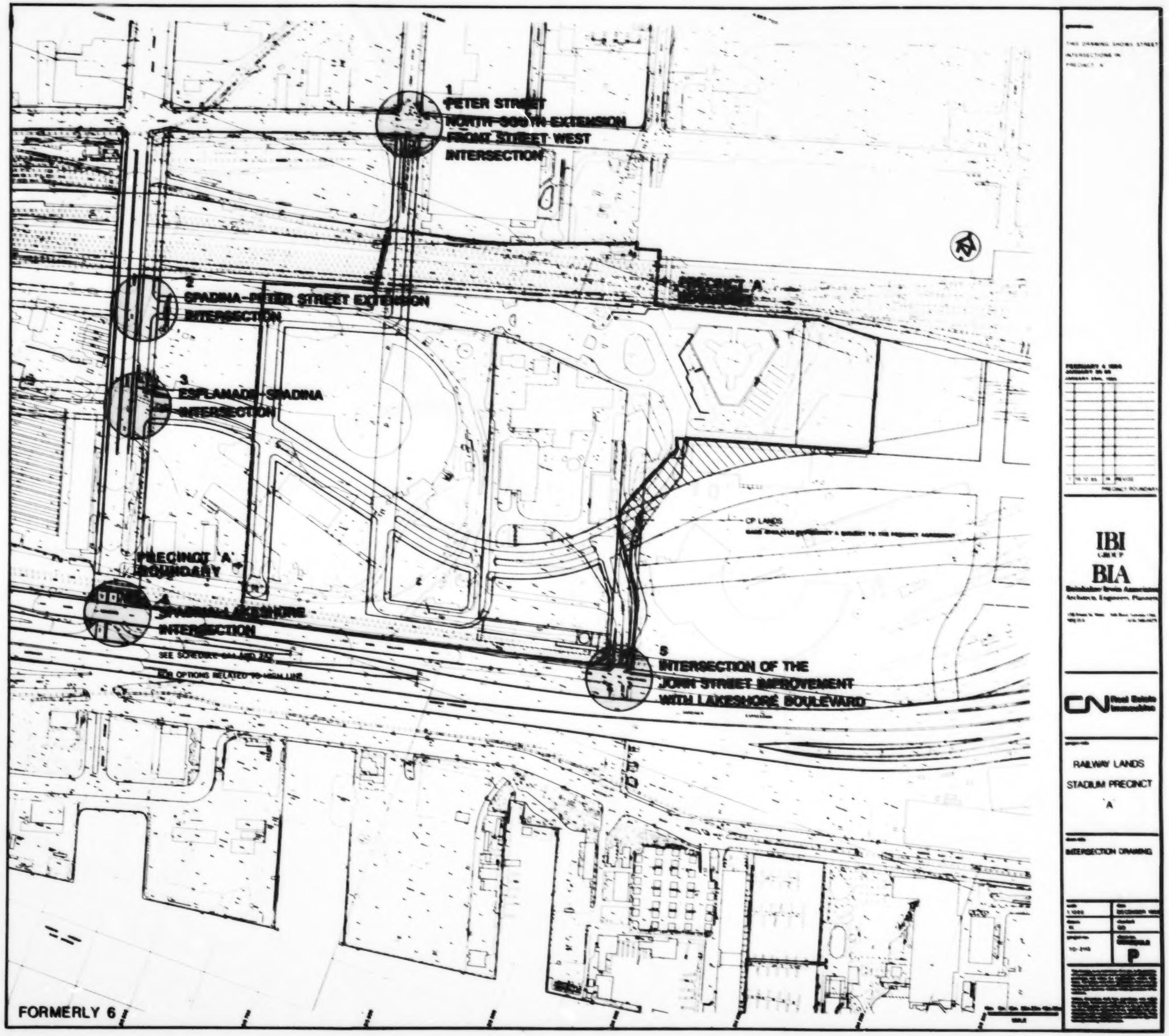
Immeubles

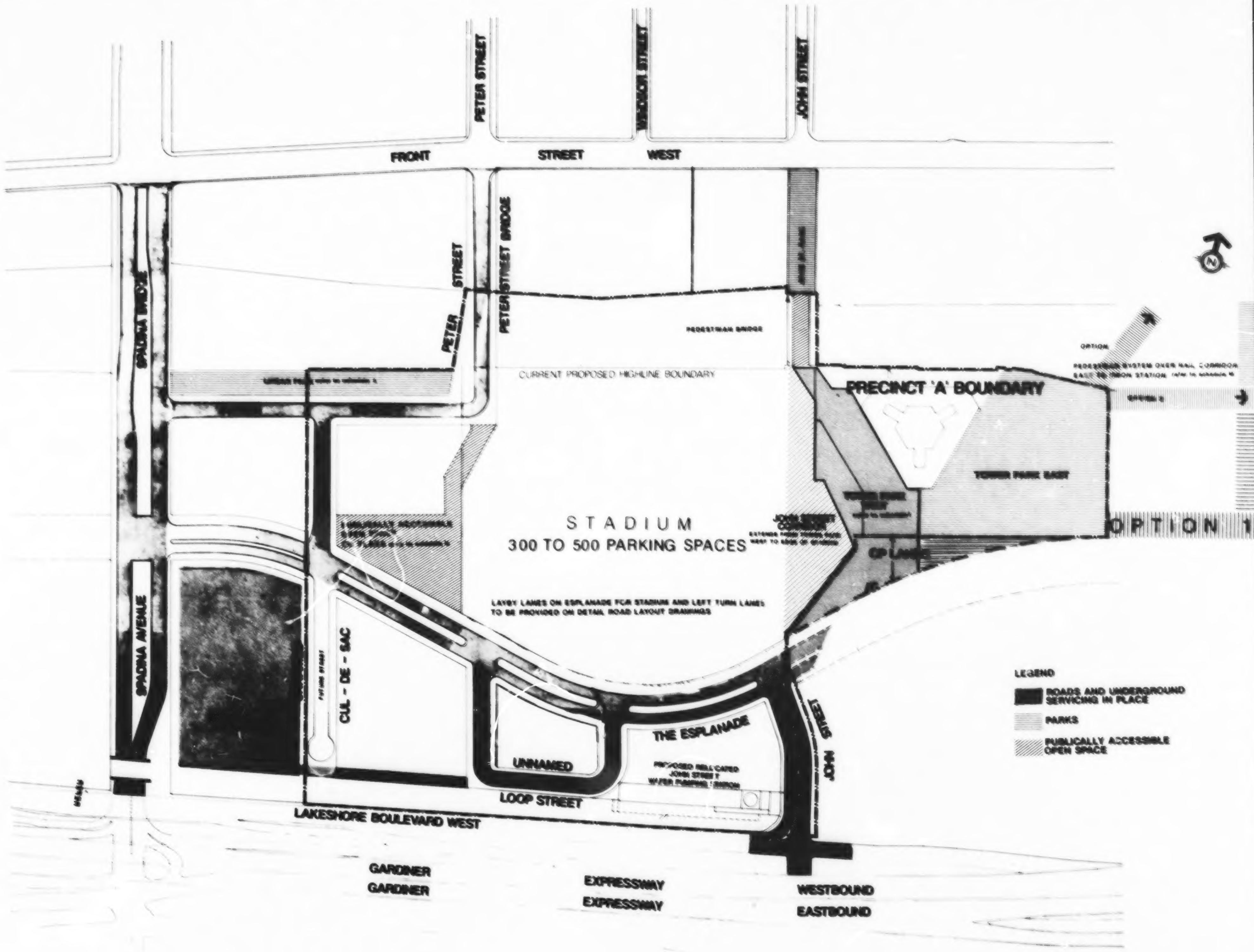
RAILWAY LANDS
STADIUM PRECINCT
'A'

STREET
NAMES

0

FEBRUARY 19 1986


1
PETER STREET
NORTH-SOUTH EXTENSION
FRONT STREET WEST
INTERSECTION
2
SPADINA-PETER STREET EXTENSION
INTERSECTION
3
ESPLANADE-SPADINA
INTERSECTION
PRECINCT 'A'
BOUNDARY
PRECINCT 'A'
BOUNDARY
4
SPADINA-LAKESHORE
INTERSECTION
SEE SCHEDULE 4A AND 4B
FOR OPTIONS RELATED TO HIGH LINE
5
INTERSECTION OF THE
JOHN STREET IMPROVEMENT
WITH LAKESHORE BOULEVARD
CP LANDS
FORMERLY 6
THIS DRAWING SHOWS STREET
INTERSECTIONS IN
PRECINCT 'A'
FEBRUARY 4 1986
JANUARY 30 86
JANUARY 23rd, 1986
1 18.12.85 W REVISE
PRECINCT BOUNDARY
IBI
GROUP
BIA
Architects, Engineers, Planners
CN Real Estate Immobilier
RAILWAY LANDS
STADIUM PRECINCT
'A'
INTERSECTION DRAWING
1:1000
P


PETER STREET
WINDSOR STREET
JOHN STREET
FRONT STREET WEST
SPADINA BRIDGE
PETER STREET
PETER
PETER STREET BRIDGE
PEDESTRIAN BRIDGE
CURRENT PROPOSED HIGHLINE BOUNDARY
OPTION
PEDESTRIAN SYSTEM OVER RAIL CORRIDOR EAST TO UNION STATION refer to schedule N
OPTION 2
PRECINCT 'A' BOUNDARY
TOWER PARK EAST
JOHN STREET CORRIDOR
EXTENDS FROM TOWER PARK WEST TO EDGE OF STADIUM
OPTION 1
CP LANDS
STADIUM
300 TO 500 PARKING SPACES
LAYBY LANES ON ESPLANADE FOR STADIUM AND LEFT TURN LANES TO BE PROVIDED ON DETAIL ROAD LAYOUT DRAWINGS
SPADINA AVENUE
FUTURE STREET
CUL - DE - SAC
UNNAMED
THE ESPLANADE
PROPOSED RELOCATED JOHN STREET WATER PUMPING STATION
JOHN STREET
LOOP STREET
LAKESHORE BOULEVARD WEST
GARDINER
GARDINER
EXPRESSWAY
EXPRESSWAY
WESTBOUND
EASTBOUND
LEGEND
ROADS AND UNDERGROUND SERVICING IN PLACE
PARKS
PUBLICALLY ACCESSIBLE OPEN SPACE
N

FORMERLY 15

general notes

THIS IS A SUMMARY PLAN OF ALL INFRASTRUCTURE AVAILABLE AT THE OPENING OF THE STADIUM IF THE HIGH LINE IS STILL IN PLACE

FEBRUARY 4, 1986
JANUARY 28th, 1986

revisions

IBI GROUP

BIA
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Architects, Engineers, Planners

CN Real Estate Immeubles

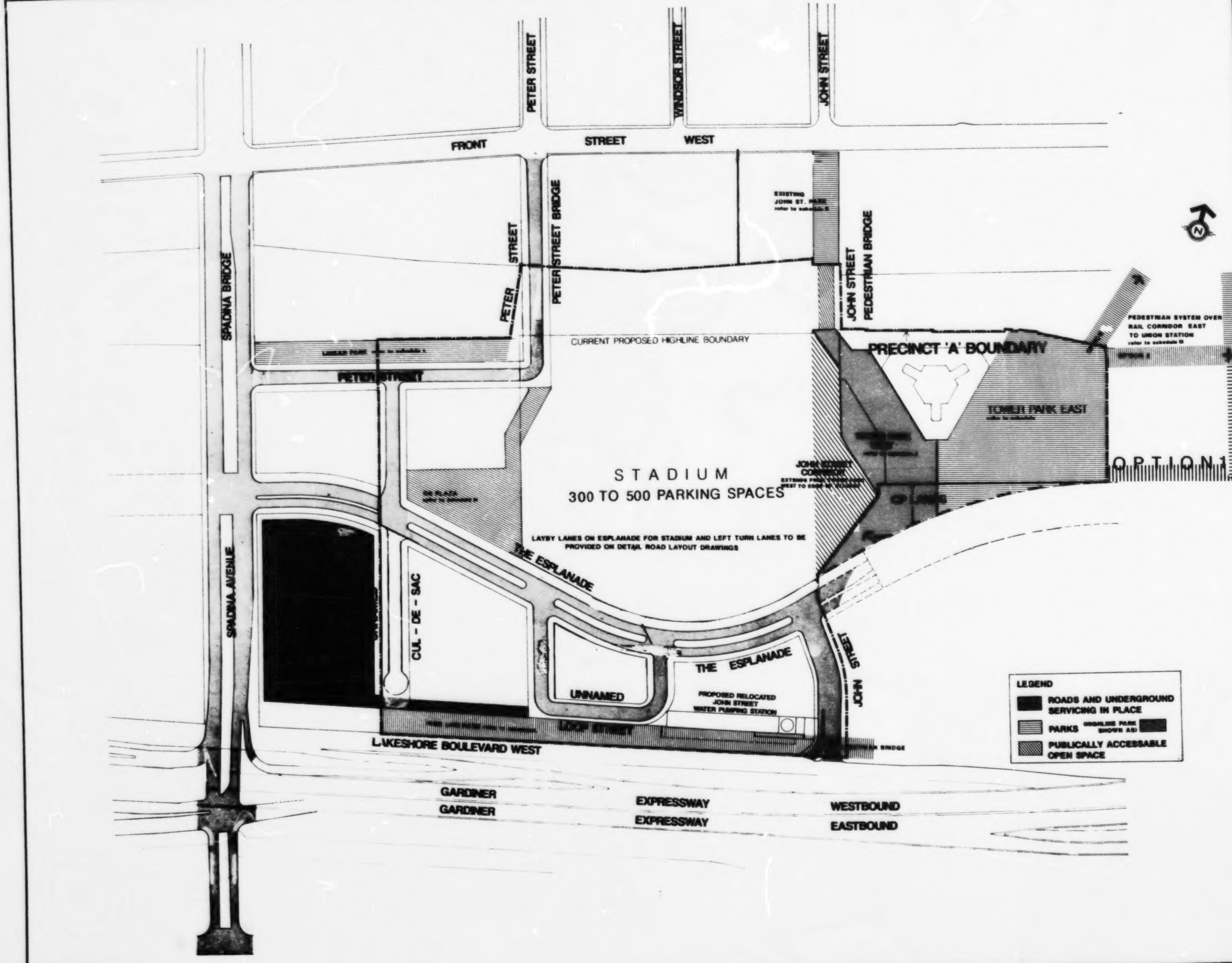
project title

RAILWAY LANDS
STADIUM PRECINCT
'A'

sheet title
INFRASTRUCTURE IN PRECINCT 'A'
AVAILABLE FOR STADIUM OPENING
TEMPORARY CONDITION
HIGHLINE IN PLACE

scale 1:1000	date DECEMBER 1985
drawn	checked
project no. TO - 2113	sheet no. SCHEDULE Q

FEBRUARY 19 1986


PETER STREET
WINDSOR STREET
JOHN STREET
FRONT STREET WEST
EXISTING JOHN ST. PARK
refer to schedule
PETER STREET BRIDGE
STREET
PETER
JOHN STREET PEDESTRIAN BRIDGE
PEDESTRIAN SYSTEM OVER RAIL CORRIDOR EAST TO UNION STATION
SPADINA BRIDGE
CURRENT PROPOSED HIGHLINE BOUNDARY
PRECINCT 'A' BOUNDARY
PETER STREET
TOWER PARK EAST
STADIUM
300 TO 500 PARKING SPACES
JOHN STREET CORRIDOR
OPTION 1
LAYBY LANES ON ESPLANADE FOR STADIUM AND LEFT TURN LANES TO BE PROVIDED ON DETAIL ROAD LAYOUT DRAWINGS
THE ESPLANADE
SPADINA AVENUE
CUL - DE - SAC
THE ESPLANADE
UNNAMED
PROPOSED RELOCATED JOHN STREET WATER PUMPING STATION
JOHN STREET
LOOP STREET
LAKESHORE BOULEVARD WEST
BRIDGE
GARDINER EXPRESSWAY WESTBOUND
GARDINER EXPRESSWAY EASTBOUND
LEGEND
ROADS AND UNDERGROUND SERVICING IN PLACE
PARKS
PUBLICALLY ACCESSABLE OPEN SPACE

FORMERLY 16

general notes

THIS IS A SUMMARY PLAN OF ALL INFRASTRUCTURE AVAILABLE AT THE OPENING OF THE STADIUM IF THE HIGH LINE IS REMOVED.

FEBRUARY 4 1986
January 29th, 1986
January 16 1986

no.	date	by	
3.			STADIUM OUTLINE
2.			PRECINCT BOUNDARY
1.	1 '86		STADIUM SETBACK

revisions

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CN Real Estate
Immeubles

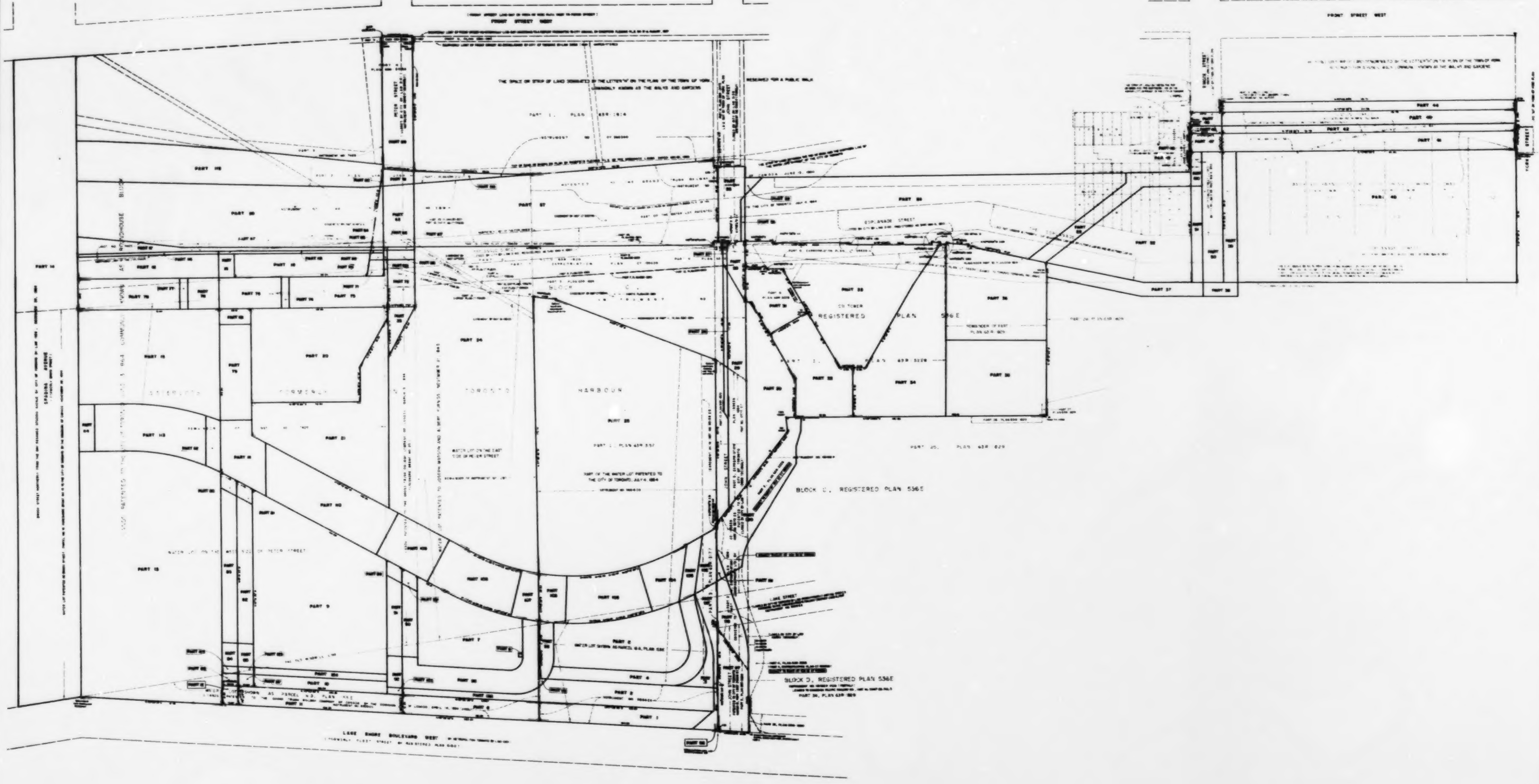
project title

RAILWAY LANDS
STADIUM PRECINCT
'A'

sheet title
OVERALL PRECINCT 'A'
INFRASTRUCTURE
PERMANENT CONDITION
HIGHLINE REMOVED

scale 1:1000	date DECEMBER 1985
drawn	checked
project no. TO - 2113	sheet no. SCHEDULE R

FEBRUARY 19 1986


FRONT STREET WEST
THE SPACE OR STRIP OF LAND DESIGNATED BY THE LETTER "A" ON THE PLAN OF THE TOWN OF YORK
COMMONLY KNOWN AS THE WALKS AND GARDENS
RESERVED FOR A PUBLIC WALK
PART 1, PLAN 63R-1614
JOHN STREET
FRONT STREET WEST
ESPLANADE STREET
CN TOWER
REGISTERED PLAN 536E
PART 1, PLAN 63R-3228
PART 33
PART 34
PART 35
PART 36
HARBOUR
PART 25
PART 1, PLAN 63R-557
PART OF THE WATER LOT PATENTED TO THE CITY OF TORONTO, JULY 4, 1854
PART 25, PLAN 63R-829
BLOCK C, REGISTERED PLAN 536E
LAKE STREET
BLOCK D, REGISTERED PLAN 536E
PART 36, PLAN 63R-829
WATER LOT ON THE EAST SIDE OF PETER STREET
WATER LOT ON THE WEST SIDE OF PETER STREET
PETER STREET
PART 2
PART 4
PART 1
LAKE SHORE BOULEVARD WEST
PART 9
PART 10
PART 13
PART 43
PART 44
PART 42
PART 41
PART 40
PART 37
PART 38
PART 39
YORK STREET
SIMCOE STREET
TORONTO
FORMERLY

SCHEDULE 1

SCHEDULE 2 TO PRECINCT "A" AGREEMENT

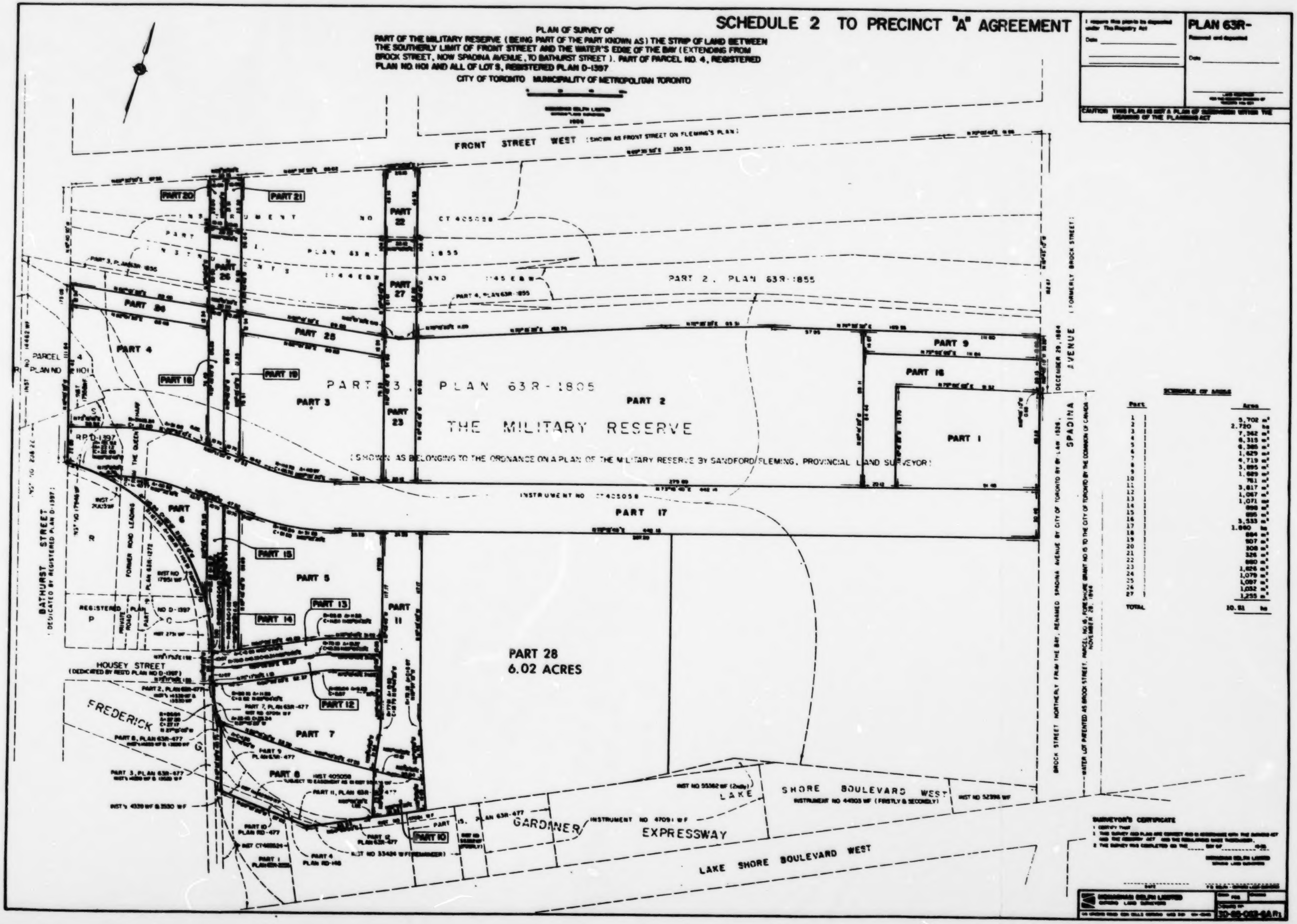
PLAN OF SURVEY OF
PART OF THE MILITARY RESERVE (BEING PART OF THE PART KNOWN AS) THE STRIP OF LAND BETWEEN THE SOUTHERLY LIMIT OF FRONT STREET AND THE WATER'S EDGE OF THE BAY (EXTENDING FROM BROCK STREET, NOW SPADINA AVENUE, TO BATHURST STREET). PART OF PARCEL NO. 4, REGISTERED PLAN NO. 1101 AND ALL OF LOT S, REGISTERED PLAN D-1397
CITY OF TORONTO MUNICIPALITY OF METROPOLITAN TORONTO

PLAN 63R-

Date ______

Date ______

CAUTION: THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT


FRONT STREET WEST (SHOWN AS FRONT STREET ON FLEMING'S PLAN)
PART 20
PART 21
PART 22
INSTRUMENT NO CT 405058
PART 1, PLAN 63R-1855
INSTRUMENTS 1144 E&W AND 1145 E&W
PART 3, PLAN 63R-1855
PART 26
PART 27
PART 2, PLAN 63R-1855
PART 4, PLAN 63R-1855
PART 24
PART 25
PART 9
PART 16
PARCEL 4
PLAN NO 1101
PART 4
PART 18
PART 19
PART 3, PLAN 63R-1805
PART 3
PART 2
PART 23
THE MILITARY RESERVE
(SHOWN AS BELONGING TO THE ORDNANCE ON A PLAN OF THE MILITARY RESERVE BY SANDFORD FLEMING, PROVINCIAL LAND SURVEYOR)
PART 1
PART 17
INSTRUMENT NO CT 405058
PART 6
PART 15
PART 5
PART 13
PART 14
PART 11
BATHURST STREET
(DEDICATED BY REGISTERED PLAN D-1397)
FORMER ROAD LEADING FROM THE QUEEN'S WHARF
REGISTERED PLAN NO D-1397
HOUSEY STREET
(DEDICATED BY REG'D PLAN NO D-1397)
FREDERICK
PART 12
PART 7
PART 8
PART 28
6.02 ACRES
PART 10
GARDINER EXPRESSWAY
LAKE SHORE BOULEVARD WEST
INSTRUMENT NO 44503 WF (FIRSTLY & SECONDLY)
INSTRUMENT NO 47091 WF
SPADINA AVENUE
(FORMERLY BROCK STREET)
DECEMBER 29, 1884
BROCK STREET NORTHERLY FROM THE BAY, RENAMED SPADINA AVENUE BY CITY OF TORONTO BY BY-LAW 1526
WATER LOT PATENTED AS BROCK STREET, PARCEL NO 6, FORESHORE GRANT NO 15 TO THE CITY OF TORONTO BY THE DOMINION OF CANADA NOVEMBER 28, 1894
SURVEYOR'S CERTIFICATE
ONTARIO LAND SURVEYORS
30-86-032-8AR1

SCHEDULE OF AREAS

Part	Area
1	5,702 m²
2	2.720 ha
3	7,362 m²
4	6,315 m²
5	6,385 m²
6	1,629 m²
7	4,719 m²
8	3,895 m²
9	1,689 m²
10	761 m²
11	3,817 m²
12	1,067 m²
13	1,071 m²
14	898 m²
15	895 m²
16	3,333 m²
17	1.880 ha
18	884 m²
19	907 m²
20	308 m²
21	326 m²
22	880 m²
23	1,026 m²
24	1,079 m²
25	1,097 m²
26	1,032 m²
27	1,255 m²
TOTAL	10.81 ha